

07/26/18

6.4/7

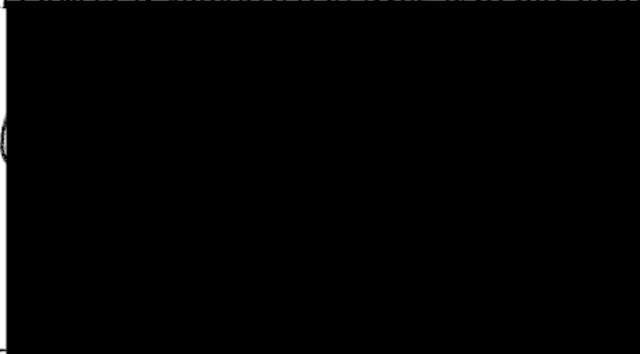
RESOLUTION NO. 21626

Background

It is necessary and in the best interest of The Illinois State Toll Highway Authority (the "Tollway") to obtain Design Services, for Roadway and Bridge Rehabilitation on the Reagan Memorial Tollway (I-88) from Mile Post 117.8 (Aurora Toll Plaza) to Mile Post 123.4 (IL 59) on Contract No. RR-18-4379. Wood Environment & Infrastructure Solutions, Inc. (formerly know as AMEC Foster Wheeler Environment & Infrastructure, Inc.) has submitted a proposal to provide the services for an upper limit of compensation not to exceed \$3,000,000.00. The proposal is for construction related professional services and the services were procured pursuant to 30 ILCS 500/30-15(c) of the Illinois Procurement Code.

Resolution

The Chief Engineering Officer is authorized to negotiate an agreement with Wood Environment & Infrastructure Solutions, Inc. (formerly AMEC Foster Wheeler Environment & Infrastructure, Inc.), to obtain Design Services, for Contract No. RR-18-4379 with an upper limit of compensation not to exceed \$3,000,000.00, subject to review and approval of the Acting General Counsel. The Chairman or the Executive Director is authorized to execute the Agreement and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by: 

Chairman

1.5.3 Item 3. RR-18-4379, Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59)

This project has a 22% D/M/WBE participation goal and 2.5% VOS/SDVOSBE participation goal.

Phase II engineering services are required for the preparation of contract plans and specifications and project related permits for the proposed roadway and bridge rehabilitation on the Reagan Memorial Tollway between M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59) in DuPage and Kane Counties, Illinois. The Tollway may adjust the project limits and project scope to more accurately reflect the field conditions.

The work generally encompasses roadway and bridge rehabilitation and shall include but not be limited to the following:

1. Rehabilitation of existing mainline and ramp pavements as defined by the Tollway.
2. Rehabilitation of existing bridges.
3. New drainage structures and modification of existing drainage system.
4. Provide erosion control for all construction zones.
5. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
6. Provide pavement markings, delineators and signage for the contract limits.
7. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
8. Update roadway lighting as required in areas currently illuminated.
9. Replace existing ITS equipment as required.
10. Provide maintenance of traffic plans including those for impacts to local facilities.
11. Perform detailed design and develop plans to rehabilitate cross road structures.
12. Protection and / or relocation of utilities.
13. All other appurtenant and miscellaneous items.

The following structures are included in this project:

- Bridge 817C: Stream, one bridge culvert
- Bridge 819: Eola Road, one crossroad bridge
- Bridge 821: EJ&E Railroad, one crossroad bridge
- Bridge 823, 824: Prairie Path, two mainline bridges

Construction estimate: Category C.

Firms must be prequalified by IDOT in the following categories:

Highways (Freeways)
Structures (Highway Bridges: Typical)
Structures (Railroad Bridges)

The Tollway will allow a Prime consultant to meet the prequalifications for Structures (Highway Bridges: Typical) and Structures (Railroad Bridges) through a subconsultant.

Key personnel listed in Exhibit A for this project must include:

- The person who will assume the duties of the Project Manager for all aspects of the work documents (must be an Illinois Licensed Professional Engineer).
- The person who will perform the duties of the Project Engineer, that individual in charge who is directly involved in the development of the contract documents (must be an Illinois Licensed Professional Engineer).

- The person who will be responsible for roadway design related issues (must be an Illinois Licensed Professional Engineer).
- The person who will be responsible for structural design related issues (must be an Illinois Licensed Structural Engineer).
- Construction Engineer, who will be responsible for the constructability of the contract plans (must be an Illinois Licensed Professional Engineer).
- The person(s) who will perform the QC/QA review work of all milestone submittals, who must be an Illinois Licensed Professional Engineer for roadway elements and an Illinois Licensed Structural Engineer for structural elements.

Schedule: Design for this project is scheduled to start in 2018. Construction of this project is currently scheduled to start in Spring 2019 and be completed by Fall 2020.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format and follow the CADD STANDARDS Manual.

This project will be managed through the Tollway's web-based project management system. The Consultant will be required to participate in these procedures and will receive training on the system.

The Tollway will furnish the Consultant with guidelines for the Consultant's Quality Program (CQP). The CQP is due fourteen (14) days after Notice to Proceed.

The Consultant who is selected for this project will be notified and scheduled to attend a scope briefing at the Tollway Central Administration office building in Downers Grove.

Section 1 | Executive Summary

Section 1: Executive Summary

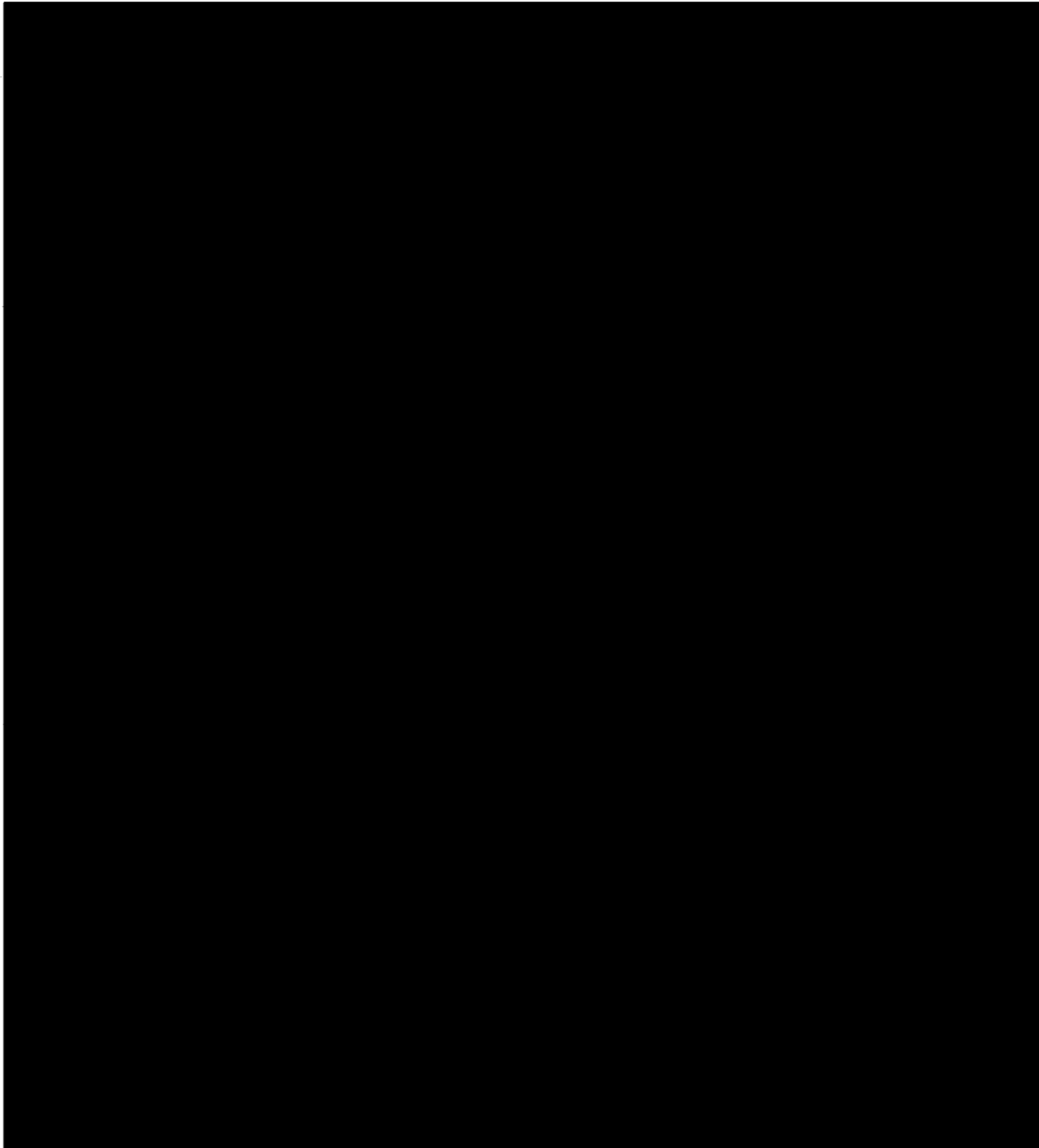


Exhibit A – Proposed Staff

PSB 18-2

Please provide the information for the following Key Project Personnel, (Key Project Personnel are defined as those specific positions identified in each PSB Item, and are subject to approval by the Tollway if they change during contract performance), including the staff from the Sub-Consultants. The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel.

Project Manager (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Project Manager (Items 2 thru 10)			
Name:	Gary Baker		
Firm:	Amec Foster Wheeler		
Category:	IL Licensed Professional Engineer		
License #:	062-039346		
Year Registered:	1981	State:	IL
Office Address:	8745 W. Higgins Rd, Suite 300		
City:	Chicago	State:	IL

Project Engineer (Items 1 thru 5)			
Name:	William Malinowski		
Firm:	Amec Foster Wheeler		
Category:	IL Licensed Professional Engineer		
License #:	062-055769		
Year Registered:	2002	State:	IL
Office Address:	8745 W. Higgins Rd, Suite 300		
City:	Chicago	State:	

Structural Design (Items 1 thru 6)			
Name:	Jie Yang		
Firm:	Amec Foster Wheeler		
Category:	IL Licensed Structural Engineer		
License #:	081-005826		
Year Registered:	2001	State:	IL
Office Address:	8745 W. Higgins Rd, Suite 300		
City:	Chicago	State:	IL

Drainage Design (Item 1)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Traffic and Tolling Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Financial and Economic Impact Analysis (Item 1)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Roadway (Items 1 thru 5)			
Name:	Thomas Lacy		
Firm:	Amec Foster Wheeler		
Category:	IL Licensed Professional Engineer		
License #:	062-045622		
Year Registered:	1990	State:	IL
Office Address:	4232 N Brandywine Dr		
City:	Peoria	State:	IL

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

**Exhibit A – Proposed Staff
PSB 18-2, continued**

The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

QC/QA Structural (Items 1 thru 5)			
Name:	Michael Cima		
Firm:	Quigg Engineering		
Category:	IL Licensed Structural Engineer		
License #:	081-5984		
Year Registered:	2003	State:	IL
Office Address:	2351 S. Dirksen Parkway		
City:	Springfield	State:	IL

Roadway Design (Items 2 thru 6)			
Name:	Amit Patel		
Firm:	Amec Foster Wheeler		
Category:	IL Licensed Professional Engineer		
License #:	062-065971		
Year Registered:	2013	State:	IL
Office Address:	8745 W. Higgin Rd, Suite 300		
City:	Chicago	State:	IL

Construction Engineer (Items 3 & 4)			
Name:	Daron Patriquen		
Firm:	Amec Foster Wheeler		
Category:	IL Licensed Professional Engineer		
License #:	062-046578		
Year Registered:	1991	State:	IL
Office Address:	8745 W. Higgin Rd, Suite 300		
City:	Chicago	State:	IL

Architect (Item 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Architect		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Electrical Design (Item 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Mechanical Design (Item 5)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Resident Engineer (Items 6 thru 10)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials Coordinator (Items 6 thru 10)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Document Technician (Items 6 thru 10)			
Name:			
Firm:			
Category:	Documentation Certification Number- IDOT class S-14		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Materials QA Technician (Items 6 thru 10)			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

**Exhibit A – Proposed Staff
PSB 18-2, continued**

The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

Project Manager (Item 11)			
Name:			
Firm:			
Category:	Exp w/ Transportation Civil Engineering Disciplines. 10 yrs exp w/ GIS projects.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Liaison Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Design & Construction Process (QC/QA/IA) Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 5 yrs exp materials oversight/testing. I-MIRS/eBuilder software knowledge.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

HMA Aggregate Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. IDOT HMA Level 3 Qualification. 10 yrs exp HMA mixtures/production. QC/QA testing/mgmt. exp.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

PCC/Prestressed/Precast/Steel/Aluminum Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. PCI Level II or III Certification preferred. Structural Steel/Aluminum exp.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Training Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 15 yrs exp Materials Engineering.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Forensics/New Technologies Engineer (Item 12)			
Name:			
Firm:			
Category:	IL Licensed Professional Engineer. Exp in Project Mgmt & Infrastructure/Pavement Engineering. 15 yrs exp Materials Engineering.		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

QC/QA Level I (Item 12)			
Name:			
Firm:			
Category:	HMA & PCC Certified Testing Tech		
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

**Exhibit A – Proposed Staff
PSB 18-2, continued**

The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

QC/QA Level II (Item 12)		
Name:		
Firm:		
Category:	HMA & PCC Certified Testing Tech	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

QC/QA Level III (Item 12)		
Name:		
Firm:		
Category:	HMA & PCC Certified Testing Tech	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

ACI Grade 1 (Item 12)		
Name:		
Firm:		
Category:	QC Personnel Cert Program (for precast)	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

PCI Level I (Item 12)		
Name:		
Firm:		
Category:	QC Personnel Cert Program (for precast)	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

PCI Level II (Item 12)		
Name:		
Firm:		
Category:	QC Personnel Cert Program (for precast)	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Lead CWI (Item 12)		
Name:		
Firm:		
Category:	Steel Fabrication	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Lead Asphalt Binder Technician (Item 12)		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Lead Field Soils Technician (Item 12)		
Name:		
Firm:		
Category:	IDOT Soils Field Testing & Inspection (S-33) Certification	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Required Prequalification Category**		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Required Prequalification Category**		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

*If work is being performed by a Sub-consultant list firm name also.

**Note the specific function listed in the Item description for Key Personnel

Exhibit A continued
Attach resumes for Key Project Personnel.

<u>Management</u>	<u>1</u>	<u>Professionals</u>	<u>17</u>	<u>Technical Staff</u>	
Total		Engineers		Technicians	
		Land Surveyors	1	Draftsmen	1
		Architects	0	Survey Crew	1
		Others	0	Clerical	3
		Total	18	Other	
				Total	5
				Total Projected Staff	24

Exhibit A – Proposed Staff PSB# 18-2 Item# _3_

Firm will complete project within estimated time listed in the project advertisement

Yes No

If Yes, provide completion date and/or number of months. Completion date will conform to Tollway's project schedule

If No, explain:

Exhibit A

Subject	Prime Consultant or Teaming Firm Name	Sub - Firm Legal Name	FEIN Number	% of Work to be Completed by Sub Consultant	Project Manager Name	Contact eMail	Role of Sub Consultant	Male or Female	DBE	Ethnicity	Veteran Status	Mentor Protégé	PSB No.	DBE (Disadvantaged Business Enterprise) Program	Item Number	Item #	Multiple Owners	P43	P43 Partner
Process Counter: 138																			
SOI_AMECFW_18-2-Amec Foster Wheeler Environment & Infrastructure, Inc.- Item03_04242018	Amec Foster Wheeler Environment & Infrastructure, Inc.	DB Stern Consultants, Inc.		5.00	Victor Cardona, PE	vcardona@dsternin	Survey Services	Female	MBE	African American	N/A		18-2	IL UCP - City of Chicago		Item 3: Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59)	Yes	No	NA
SOI_AMECFW_18-2-Amec Foster Wheeler Environment & Infrastructure, Inc.- Item03_04242018	Amec Foster Wheeler Environment & Infrastructure, Inc.	Jurneau Associates, Inc., P.C.		5.00	Brian Kulick	bkulick@jaipc.com	Drainage Design	Male	N/A	Caucasian	VOSB		18-2	N/A		Item 3: Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59)	Yes	No	NA
SOI_AMECFW_18-2-Amec Foster Wheeler Environment & Infrastructure, Inc.- Item03_04242018	Amec Foster Wheeler Environment & Infrastructure, Inc.	SE3, LLC		10.00	Jason Martin	jmartin@se3.us	Partnering for Growth Railroad Bridge, and Railroad Coordination	Male	DBE	African American	N/A		18-2	IL UCP - METRA		Item 3: Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59)	Yes	Yes	Amec Foster Wheeler Environment & Infrastructure, Inc.
SOI_AMECFW_18-2-Amec Foster Wheeler Environment & Infrastructure, Inc.- Item03_04242018	Amec Foster Wheeler Environment & Infrastructure, Inc.	Singh & Associates, Inc.		5.00	Harvind K. Singh	hkaur@singhinc.com	Lighting and ITS	Male	DBE	Asian Indian	N/A		18-2	IL UCP - Illinois Department of Transportation (IDOT)		Item 3: Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59)	Yes	No	NA
SOI_AMECFW_18-2-Amec Foster Wheeler Environment & Infrastructure, Inc.- Item03_04242018	Amec Foster Wheeler Environment & Infrastructure, Inc.	Quigg Engineering, Inc.		5.00	Loft Quigg	lquigg@quiggenengineering.com	Pavement Markings and Signage	Female	DBE	Caucasian	N/A		18-2	IL UCP - Illinois Department of Transportation (IDOT)		Item 3: Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59)	No	No	NA

Vendor InformationCLOSE WINDOW [Print](#)

RR-18-4379

Business & Contact Information

Business Name **Juneau Associates, Inc., P.C.**
 Owner **Mr. CHARLES JUNEAU**
 Address **2100 State Street**
 > [Map This Address](#) **P.O. Box 1325**
Granite City, IL 62040
 Phone **618-877-1400**
 Fax **618-452-5541**
 Email **pbridges@jaipc.com**
 Website **<http://www.jaipc.com>**
 Ethnicity **Caucasian**
 Gender **Male**
 County **Madison (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **VOSB - Veteran Owned Small Business**
 Renewal Date **3/2/2019**
 Expiration Date **3/2/2019**
 Certified Business Description **Engineering Services, Professional,
 Land Surveying**

Commodity Codes

Code	Description
NIGP 925	Engineering Services, Professional
NIGP 96460	Land Surveying

Additional Information

Region **Southern Illinois**
 Reciprocal Certification Agency **CVE**

EXHIBIT F - Letter of Intent

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each VOSB certified vendor. LOIs must be submitted with the Statement of Interest and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the VOSB certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI must include the negotiated contract percentage and a detailed scope of work to be performed by each identified VOSB certified vendor. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified VOSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, M.P. 117.8 (Aurora Toll Plaza) to M.P. Project/Solicitation Number: RR-18-4379 / Item 03 / 22042189

Name of Prime Vendor: Amecc Foster Wheeler Environment & Infrastructure, Inc. VOSB Compliance Contact: William Malinowski, SE, PE

Address: 8745 W. Higgins Road, Suite 300

City: Chicago State: Illinois Zip Code: 60631

Telephone: 773-693-6030 Fax: 773-693-6039 Email: frederick.nazar@woodplc.com

Name of Certified VOSB Vendor: Juneau Associates, Inc., P.C.

Address: 2100 State Street, P.O. Box 1325 VOSB Compliance Contact: Brian F. Kulick, PE, PLS

City: Granite City State: Illinois Zip Code: 62040

Telephone: 847-991-2004 Fax: 618-452-5541 Email: bkulick@jaipc.com

Type of agreement: Services

Anticipated start date of the Certified VOSB Vendor: 2018

Proposed 5.00 % of Contract to be performed by the VOSB Vendor.

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified VOSB Vendor.

Detailed description of work to be performed by the VOSB Vendor:

Drainage Design

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified VOSB Vendor will perform the scope of work in the percentage as indicated above.

Vendor (Company Name and D/B/A):
[Redacted]
Signature: [Redacted]
Print Name: John D. Hyder
Title: Office Operations Manager
Date: April 23, 2018

Certified VOSB Vendor (Company Name and D/B/A):
[Redacted]
Signature: [Redacted]
Print Name: Brian F. Kulick, P.E., P.L.S.
Title: Vice President
Date: April 23, 2018

Vendor Information

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RR-18-4379

Business & Contact Information

Business Name **D B Sterlin Consultants, Inc.**
 Owner **Regine Jeune**
 Address **123 N. Wacker Dr., Ste. 2000**
 > [Map This Address](#) **Chicago, IL 60606**
 Phone **312-857-1006**
 Fax **312-857-1056**
 Email rieune@dbsterlin.com

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **2/28/2017**
 Renewal Date **5/15/2018**
 Expiration Date **4/15/2021**
 Certified Business Description **NAICS 541330 Engineering services**
 NAICS 541370 Surveying and mapping services (except
 geophysical)
 NAICS 541611 Administrative Management and General
 Management Consulting Services
 NAICS 541620 Environmental Consulting Services
 NAICS 237310 Construction management, highway, road, street
 and bridge
 NAICS 237990 Construction management, dam
 NAICS 237990 Construction management, marine structure
 NAICS 237990 Construction management , mass transit
 NAICS 237990 Construction management, outdoor recreation
 facility
 NAICS 237990 Construction management, tunnel

Commodity Codes

Code	Description
NAICS 237310	Construction management, highway, road, street and bridge
NAICS 237990	Construction management, dam
NAICS 237990	Construction management, marine structure
NAICS 237990	Construction management, mass transit
NAICS 237990	Construction management, outdoor recreation facility
NAICS 237990	Construction management, tunnel
NAICS 541330	Engineering services
NAICS 541370	Surveying and Mapping (except Geophysical) Services
NAICS 541611	Administrative Management and General Management Consulting Services
NAICS 541620	Environmental consulting services

Additional Information

Vendor Information

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RR-18-4379

Business & Contact Information

Business Name Juneau Associates, Inc., P.C.
 Owner Mr. CHARLES JUNEAU
 Address 2100 State Street
 > [Map This Address](#) P.O. Box 1325
 Granite City, IL 62040
 Phone 618-877-1400
 Fax 618-452-5541
 Email pbridges@jaipc.com
 Website <http://www.jaipc.com>
 Ethnicity Caucasian
 Gender Male
 County Madison (IL)

Certification Information

Certifying Agency State of Illinois Central Management Services
 Certification Type VOSB - Veteran Owned Small Business
 Renewal Date 3/2/2019
 Expiration Date 3/2/2019
 Certified Business Description Engineering Services, Professional,
 Land Surveying

Commodity Codes

Code	Description
NIGP 925	Engineering Services, Professional
NIGP 96460	Land Surveying

Additional Information

Region Southern Illinois
 Reciprocal Certification Agency CVE

Vendor Information

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RR-18-4379

Business & Contact Information

Business Name **Quigg Engineering Inc.**
 Owner **Ms. Lori Quigg**
 Address **2351 S. Dirksen Parkway**
 > [Map This Address](#) **Springfield, IL 62703**
 Phone **217-670-0563**
 Fax **217-679-2204**
 Email lquigg@quiggengineering.com
 Website <http://www.quiggengineering.com>
 Ethnicity **Caucasian**
 Gender **Female**
 County **Sangamon (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **WBE - Women Business Enterprise**
 Renewal Date **8/4/2019**
 Expiration Date **8/4/2022**
 Certified Business **Landscape Architecture / Environmental Consulting/ Engineer**
 Description **Services, Professional / Land Surveying / Mapping Services**

Commodity Codes

Code	Description
NIGP 90656	Landscape, Architectural Services
NIGP 91843	Environmental Consulting
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 96252	Mapping Services (Including Cartography and Surveying Services, Not Aerial) (See 920-33 for Digitized Mapping Services) and 905-10 for Aerial Mapping and Survey Services)
NIGP 96460	Land Surveying

Additional Information

Region **Southern Illinois**

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/UCP/Search/Help)

RR-18-4379

Print

SE3, LLC

Email: vstewart@se3.us

Vernal Stewart

Phone: 630-641-9900

230 SW Main St. Ste. 213

Fax: 708-469-2566

Lee's Summit, MO

64063-0000

County: Jackson

Categories: Architecture\Engineering, Professional

NAICS

Speciality

541330-Engineering services

541330 - Freeways, Roads and Streets, Traffic Signals,

541512-Computer Systems Design Services

Studies: Traffic and Safety, Reconstruction/Major

541611-Administrative Management and General

Rehabilitation, Rehabilitation and Construction Inspection

Management Consulting Services

541611 - Program Management, Program

Controls

541512 - Systems

Design/Deployment

Vendor Information

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RR-18-4379

Business & Contact Information

Business Name **Singh & Associates, Inc.**
 Owner **Mr Sadhu Rikhiraj**
 Address **230 W MONROE ST STE 1400**
 > [Map This Address](#) **CHICAGO, IL 60606-4802**
 Phone **312-629-0240**
 Fax **312-629-8449**
 Email **hkaur@singhinc.com**
 Website **www.singhinc.com**
 Ethnicity **Asian American**
 Gender **Male**
 County **Cook (IL)**

Certification Information

Certifying Agency **State of Illinois Central Management Services**
 Certification Type **MBE - Minority Business Enterprise**
 Renewal Date **11/14/2018**
 Expiration Date **11/14/2022**
 Certified Business Description **Civil Engineering
 Drainage Engineering
 CONSULTING SERVICES
 ENGINEERING SERVICES, PROFESSIONAL
 Airports (Lighting, Fueling, Nav aids) - Engineering**

Commodity Codes

Code	Description
NIGP 91800	CONSULTING SERVICES
NIGP 92500	ENGINEERING SERVICES, PROFESSIONAL
NIGP 92508	Airports, Lighting, Fueling, Nav aids Engineering
NIGP 92517	Civil Engineering
NIGP 92528	Drainage Engineering

Additional Information

Region **Metro Chicago**

Homeyer, Robert

From: Cerpa, Paul
Sent: Thursday, July 26, 2018 1:01 PM
To: Robinson, Lynnette
Cc: Homeyer, Robert; Dinkel, Deanna
Subject: Re: Contract RR-18-4379 - Wood Environment & Infrastructure Solutions Inc. f/k/a AMEC Foster Wheeler Environment & Infrastructure - Professional Services Contract Tracking Sheet - July 2018 Board

Approved.

Sent from my iPhone

On Jul 26, 2018, at 12:49 PM, Robinson, Lynnette <lrobinson@getipass.com> wrote:

Paul,

I have reviewed and I approve of the attached Partnering for Growth Agreement between Amec Foster Wheeler and SE3, LLC. Please review and approve if you are in acceptance of this agreement. I checked SE3's Partnering for Growth Agreements and they currently have three, 4255, 4265 and 4293 is a reverse agreement where they are serving as the mentor.

Regards,

Lynnette Robinson

Lynnette Robinson

Consultant for Diversity and Engineering
Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, IL 60515
630.241.6800 x 3208
lrobinson@getipass.com

From: Homeyer, Robert
Sent: Wednesday, July 25, 2018 1:32 PM
To: Dinkel, Deanna
Cc: Robinson, Lynnette
Subject: RE: Contract RR-18-4379 - Wood Environment & Infrastructure Solutions Inc. f/k/a AMEC Foster Wheeler Environment & Infrastructure - Professional Services Contract Tracking Sheet - July 2018 Board

Sorry, please see attached. I haven't done this in a long time so please let me know if this is what you need or if there is more.

Thanks!

From: Dinkel, Deanna

Sent: Wednesday, July 25, 2018 1:04 PM

To: Homeyer, Robert

Cc: Robinson, Lynnette

Subject: RE: Contract RR-18-4379 - Wood Environment & Infrastructure Solutions Inc. f/k/a AMEC Foster Wheeler Environment & Infrastructure - Professional Services Contract Tracking Sheet - July 2018 Board

Robert,

There should be an Exhibit E – DBE Partnering for Growth with SE3 included with the SOI. Can you please forward that to Lynnette for review.

Thank you,

Deanna Dinkel

Consultant for Diversity and Engineering

Illinois State Toll Highway Authority

630.241.6800 x3294

ddinkel@getipass.com

From: Homeyer, Robert

Sent: Wednesday, July 25, 2018 12:46 PM

To: Hamilton, Kristen; Dinkel, Deanna; Robinson, Lynnette

Cc: Degonia, Audra; Benson, Janet; Cerpa, Paul; Faraj, Mohamad

Subject: Contract RR-18-4379 - Wood Environment & Infrastructure Solutions Inc. f/k/a AMEC Foster Wheeler Environment & Infrastructure - Professional Services Contract Tracking Sheet - July 2018 Board


Attached for your preliminary review and approval is the Professional Services Contract Tracking Sheet for Wood Environment & Infrastructure Solutions Inc. f/k/a AMEC Foster Wheeler Environment & Infrastructure Inc. Contract No RR-18-4379.

Thanks,

Robert Homeyer
Contract Services Group
Engineering Department

Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, IL 60515

Phone: 630-241-6800 Ext. 3366 Email: rhomeyer@getipass.com

 Please consider the environment...

Only print this e-mail and/or the attachments if necessary.

EXHIBIT E - DBE

PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PSB: 18-2 ITEM: 3

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR:	FIRM NAME ADDRESS	A N D	THE PROTÉGÉ:	FIRM NAME ADDRESS
Amec Foster Wheeler	8745 W. Higgins Road, Suite 300 Chicago, IL 60631		SE3, LLC	3041 Woodcreek Drive, Suite 211 Downers Grove, IL 60515

Note: The Partnering for Growth Program was formerly known as the Partnership-Mentor/Protégé Program.

Note: The DBE goal is separate and distinct from the VOSB goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project. Therefore, the protégé participation must match the goal for which the protégé is being utilized.

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Partnering for Growth Agreement in accordance with the current guidelines of the Tollway's Partnering for Growth (formerly known as Partnership Mentor/Protégé) Program for DBEs. The purpose of the Program is to facilitate the Tollway's professional services consultants with:

- A. Meeting Disadvantaged Business Enterprise/Minority Business Enterprise/Women Business Enterprise (DBE) participation goals,
- B. Establishing new partnerships with DBE firms that have no prior experience providing professional services to the Tollway,
- C. Continuing technical and nontechnical support for DBE firms that have limited experience providing professional services to the Tollway, and
- D. Assisting DBE firms with building their capacity and becoming and/or remaining self-sufficient, competitive, and profitable business enterprises.

A DBE means a business certified by the Illinois Unified Certification Program as a DBE, or certified by the City of Chicago or Cook County as an M/WBE, or certified by the U.S. Small Business Administration (SBA) as an 8(a) business.

Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) 10%

Scope:

Structures (Railroad Bridges)

- Work not applicable to prequalification category(ies) _____%

Scope:

Note: Protégé must participate in either one or both of these areas

2. In area(s) not being mentored:

- Work the Protégé will self-perform _____%

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1. and 2.) 10.00%

B. Briefly describe an assessment of the Protégé's needs (*one-half page maximum*).

SE3, LLC (Protégé) is a registered DBE firm specializing in traffic and transportation projects. The Protégé is a growing firm that seeks to continue developing their technical capabilities. Currently, SE3 has successfully obtained the Structures (Simple) and Structures (Typical) prequalifications and seek opportunities to obtain other structural related prequalifications. Through this program, the Protege will be provided guidance and mentoring necessary to help them work towards the requirements for the Structures (Railroad Bridges) specifically.

C. Briefly describe specific assistance the Mentor will provide to support the Protégé's needs (*one-half page maximum*).

Amec Foster Wheeler (Mentor) will provide specific and appropriate structural assignments to SE3. Frequent communication between SE3 and Wood will help the Protege manage the assigned tasks and ensure that the project milestones are maintained. The Mentor will perform all Quality Control reviews of the structural submittals prepared by the Protege. Regular meetings will occur between the Protege and Mentor to discuss the progress and any challenges experienced by the Protege. Also, the Protege seeks to become a team leader and ultimately a Program Manager through the National Bridge Inspection Standards (NBIS). The Protege will assist Wood's team on the structural inspection required for this railroad bridge repair project.

III. MENTOR EXPERIENCE WITH THE PROGRAM

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s):

YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s):

YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s):

YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s):

YES NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
2/21/2013	RR-12-4047	Joint Venture partner providing Construction Management services on the I-355 Rehabilitation project
	I-17-4293	Construction Management Upon Request - Systemwide

B. Has the DBE firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>

C. Is the DBE firm currently participating in a Mentor/Protégé relationship on a Tollway project? If yes, list the following for each project(s).

YES

NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
RR-16-+4255	653,569.90	Primera Engineers, Ltd.	Structural Design
I-17-4293	860,000	Cotter Consulting, Inc.	Resident Engineer Role
RR-16-4265	13,315,050	AECOM Technical Services	Highways - Freeways, Structures

D. Has the DBE firm participated in a Mentor/Protégé relationship on an Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s).

YES

NO

<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
161/001	110,000	TranSystems Corporation	Drainage Design
163/004	67,152	STV Inc.	Drainage Design
165/005	360,000	AECOM Technical Services	Geometric highway design and advanced traffic studies

- E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

The Protege has never been mentored in the area of Structures (Railroad Bridges).

V. STATEMENT OF COMMITMENT

The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this PSB Item, a formal Partnering for Growth Agreement for DBEs will be prepared in accordance with the current guidelines of the Tollway's Partnering for Growth Program.

Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the General Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.



SIGNATURE (Mentor Representative)

20 APR 2018

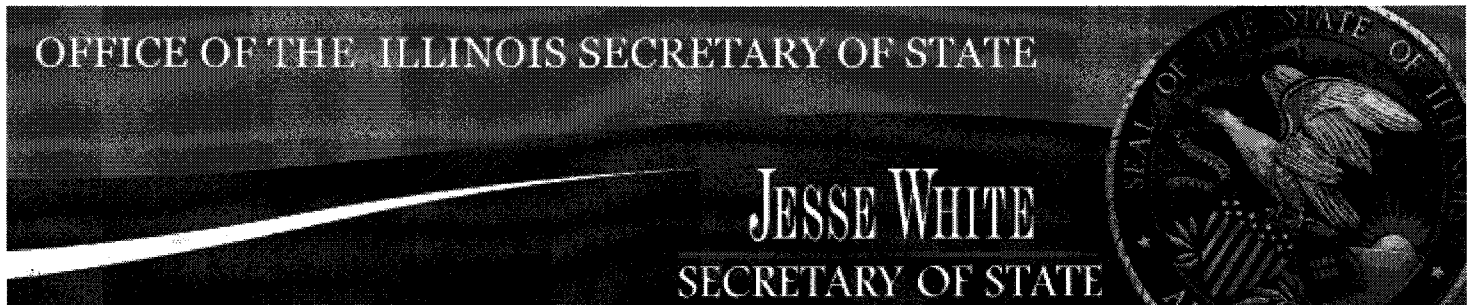
(Date)



SIGNATURE (Protégé Representative)

4/20/18

(Date)



CORPORATION FILE DETAIL REPORT

File Number	61261125		
Entity Name	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	09/20/2000	State	NEVADA
Agent Name	UNITED AGENT GROUP INC	Agent Change Date	04/20/2018
Agent Street Address	350 S NORTHWEST HWY - STE 300	President Name & Address	ANN MASSEY 1105 LAKEWOOD PKWY #300 ALPHARETTA GA 30009
Agent City	PARK RIDGE	Secretary Name & Address	BRADLEY J KNIGHT SAME
Agent Zip	60068	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	2018
Old Corp Name	11/01/2011 - AMEC EARTH & ENVIRONMENTAL, INC. 01/07/2015 - AMEC ENVIRONMENT & INFRASTRUCTURE, INC. 04/16/2018 - AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.		

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, July 18, 2018 3:18 PM
To: Gomez, Graciela
Subject: Wood Environment & Infrastructure Solutions, Inc. (f/k/a AMEC Foster Wheeler Environment & Infrastructure, Inc.) FEIN [REDACTED] for Contract No RR-18-4379

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:15 07/18/18

ACTION: S

VENDOR NUMBER= ***** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 07/18/18 AT 15:16 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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ENTER=PROCESS, PF3=IOCM, PF12=REFRESH

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, July 18, 2018 3:19 PM
To: Gomez, Graciela
Subject: DB Sterlin Consultants, Inc. FEIN [REDACTED] for Contract No RR-18-4379

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:18 07/18/18

ACTION: S

VENDOR NUMBER= **** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 07/18/18 AT 15:18 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER **** [REDACTED]. PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, July 18, 2018 3:22 PM
To: Gomez, Graciela
Subject: Quigg Engineering, Inc. FEIN [REDACTED] for Contract No RR-18-4379

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:20 07/18/18

ACTION: S

VENDOR NUMBER= **** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, July 18, 2018 3:23 PM
To: Gomez, Graciela
Subject: SE3, LLC - FEIN [REDACTED] or Contract No RR-18-4379

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:21 07/18/18

ACTION: S

VENDOR NUMBER= *** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: *
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

DISCLAIMER:
AS OF 07/18/18 AT 15:21 OUR INVOLUNTARY WITHHOLDING SYSTEM DOES NOT HAVE AN ACTIVE CLAIM AGAINST VENDOR NUMBER ***** [REDACTED] PLEASE BE ADVISED THAT OUR SYSTEM ONLY CONTAINS CLAIMS FILED BY STATE AGENCIES PURSUANT TO 15 ILCS 405/10.05. A VENDOR MAY BE DELIQUENT IN A DEBT TO THE STATE OF ILLINOIS, BUT THE DEBT MAY NOT BE RECORDED ON OUR INVOLUNTARY WITHHOLDING SYSTEM.

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Gomez, Graciela

From: Gomez, Graciela
Sent: Wednesday, July 18, 2018 3:24 PM
To: Gomez, Graciela
Subject: Singh & Associates, Inc. FEIN Singh & Associates, Inc. for Contract RR-18-4379

OCIS CICIOCP1 OFFSET CONTRACT INQUIRY 15:22 07/18/18

ACTION: S

VENDOR NUMBER= ***** [REDACTED] OFFSET: 00 OF 00
VENDOR NAME: * [REDACTED]
CLAIMING AGENCY NUMBER: *
CLAIMING AGENCY NAME: *
CLAIMING AGENCY PHONE NUMBER: *

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Wood Environment & Infrastructure Solutions, Inc.
8745 West Higgins Road, Suite 300
Chicago, IL 60631
USA

T: 773-693-6030

www.woodplc.com

April 16, 2018

Illinois State Toll Highway Authority
Paul Kovacs
2700 Ogden Avenue
Downers Grove, IL 60515

Subject: Change of Name

Dear Paul;

We are pleased to inform you that our name was changed on April 16, 2018, from Amec Foster Wheeler Environment & Infrastructure, Inc. to Wood Environment & Infrastructure Solutions, Inc.

Please be advised that this is a change of name only. Our federal tax identification number (FEIN) and our Dun & Bradstreet number (DUNS) will remain the same. Likewise, there is no change in the invoice payment address.

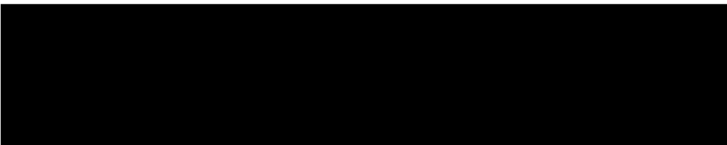
This name change is administrative in nature, and we assure you that we will continue to maintain the current resources, contracts, and other existing services you have with Amec Foster Wheeler. We will continue to provide the same quality of services and the same dedicated team of consultants, project managers, engineers, and scientists to your projects. Our focus remains on delivering projects safely and successfully for you.

Effective, April 16, 2018, our business correspondence will reflect the Wood Environment & Infrastructure Solutions, Inc. name. We are in the process of submitting an Amendment Certificate of Authority to the State of Illinois. Once our updated certificate is received we will send our new W-9. We are in contact with Tollway Administration for any other procedural requirements and documentation required.

If you have any questions regarding the name change, please contact gary.baker@woodplc.com. Thank you for your business, and we look forward to continuing to serve you.

Sincerely,

Wood Environment & Infrastructure Solutions, Inc.



Gary S. Baker, PE
Principal Engineer

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Wood Environment & Infrastructure Solutions, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) <u>E</u></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 1105 Lakewood Pkwy, Ste 300</p> <p>6 City, state, and ZIP code Alpharetta, GA 30009</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>
--	---	--

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

or

Employer identification number

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	
------------------	----------------------------	--

Date ▶ 4/16/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

DESIGN SECTION ENGINEER AGREEMENT

The Board of Directors, on the 26th day of July, 2018, authorized this AGREEMENT to be entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter sometimes referred to as "TOLLWAY", and **WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.**, a corporation authorized and existing within the laws of the State of Illinois, hereinafter referred to as "DESIGN SECTION ENGINEER".

WITNESSETH:

WHEREAS, the DESIGN SECTION ENGINEER has submitted a proposal dated July 20, 2018 to provide design section engineering services for Contract No. **RR-18-4379 for Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, Mile Post 117.8 (Aurora Toll Plaza) to Mile Post 123.4 (IL 59)**; and

WHEREAS, DESIGN SECTION ENGINEER represents itself to be a professional engineering firm meeting the stated pre-qualification criteria for selection from **PSB 18-2, Item 3** staffed with professional licensed engineers, experienced and able to perform the engineering design services required for said contract, and it is in the best interest of the TOLLWAY to accept said proposal.

In consideration of the mutual covenants hereinafter contained, the parties hereto mutually covenant and agree as follows:

ARTICLE I

General Provisions

A. The DESIGN SECTION ENGINEER shall perform all design section engineering services for Contract No. **RR-18-4379 for Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, Mile Post 117.8 (Aurora Toll Plaza) to Mile Post 123.4 (IL 59)** in accordance with the requirements and terms of this Agreement, the above-numbered Professional Services Bulletin, and the proposal from the DESIGN SECTION ENGINEER of July 20, 2018, attached hereto and made a part hereof as Exhibit "1". With respect to any inconsistency or conflict between the terms of this Agreement and the proposal (Exhibit "1"), the following order of precedence shall govern: 1. This Agreement 2. The Proposal 3. The Professional Services Bulletin.

B. All services performed by DESIGN SECTION ENGINEER shall be performed according to professional standards and in accordance with the Design Section Engineer's Manual for The Illinois State Toll Highway Authority in effect at the date of contract execution, and as revised thereafter.

C. The DESIGN SECTION ENGINEER shall perform its services hereunder with the same degree of care, skill and diligence as is ordinarily possessed and

exercised by a member of the same profession, currently practicing under similar circumstances.

ARTICLE II

Time of Performance

Upon receipt of Notice to Proceed authorized by the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall perform the services herein during the period commencing on the latter of either **execution of the Agreement or July 27, 2018** and ending **June 30, 2024**, in accordance with the schedule included in the attached proposal.

Notwithstanding anything in this Agreement, the DESIGN SECTION ENGINEER, including the DESIGN SECTION ENGINEER's subcontractors, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is caused by an act of God, weather, accident, labor strike or shortage, fire, explosion, riot, war, rebellion, terrorist activity, sabotage, flood, epidemic, or any other cause beyond the reasonable control of such party.

ARTICLE III

Compensation

The DESIGN SECTION ENGINEER shall perform all engineering design services as required herein, and the TOLLWAY shall pay the DESIGN SECTION ENGINEER as compensation therefor, the DESIGN SECTION ENGINEER'S actual payroll cost times a multiplier of **2.8000** and certain direct expenses (as each of these amounts are shown in Exhibit "1") with an upper limit of compensation of **Three Million Dollars and No Cents (\$3,000,000.00)**. If, in the opinion of the DESIGN SECTION ENGINEER, additional fees or expenses in excess of the upper limit of compensation agreed herein are required, the DESIGN SECTION ENGINEER shall promptly notify the Chief Engineering Officer of the TOLLWAY thereof and shall not incur or charge any such fees or expenses without prior written approval of the Chief Engineering Officer. The DESIGN SECTION ENGINEER shall ensure that its subcontractors (if applicable) submit bills and invoices in a manner consistent with the terms of this Agreement and shall include language in its subcontractor agreements whereby the subcontractors expressly agree to be bound by the terms of this Agreement, including but not limited to the Inspector General Provision at Article XIX.

ARTICLE IV

Scope of the Service

The DESIGN SECTION ENGINEER represents that it has examined the project site, met with representatives of the TOLLWAY, and had an opportunity to ascertain the extent and the scope of services required to complete this project and is knowledgeable of the services to be performed within the time set forth in the Project Schedule

indicated in Exhibit "1" hereof. The DESIGN SECTION ENGINEER further understands and agrees that all the services required to properly complete the services will be at or below the total estimated fee (Upper Limit of Compensation) established for this contract, and that only upon receipt of correspondence modifying the established scope of services for this contract from the Chief Engineering Officer, will any portion of the "Additional Services" provision of the said proposal Exhibit B be utilized. The DESIGN SECTION ENGINEER shall not be entitled to additional compensation due to errors in estimating the time, costs or expertise required to complete this design project.

ARTICLE V

Compliance with State and Other Laws

The DESIGN SECTION ENGINEER specifically agrees that in the performance of the services herein enumerated, the DESIGN SECTION ENGINEER, its associates, subcontractors, agents and employees will comply with all applicable Federal laws, State statutes, local ordinances, rules and regulations.

Governing Law; Exclusive Jurisdiction

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws provisions that would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought only in DuPage County, Illinois. **Wood Environment & Infrastructure Solutions, Inc.**, consents to the exclusive jurisdiction and venue of the courts located in DuPage County, State of Illinois.

Confidentiality

DESIGN SECTION ENGINEER, including its agents and subconsultants, to this AGREEMENT may have or gain access to confidential data or information owned or maintained by the TOLLWAY in the course of carrying out its responsibilities under this AGREEMENT. The DESIGN SECTION ENGINEER shall presume all information received from the TOLLWAY or to which it gains access pursuant to this AGREEMENT is confidential. No confidential data collected, maintained, or used in the course of DESIGN SECTION ENGINEER's performance of this contract shall be disseminated except as authorized by law and with the written consent of the TOLLWAY, either during the period of the AGREEMENT or thereafter. The DESIGN SECTION ENGINEER must return any and all data collected, maintained, created or used in the course of the performance of the AGREEMENT, in whatever form it is maintained, promptly at the end of the AGREEMENT, or earlier at the request of the TOLLWAY, or notify the TOLLWAY in writing of its destruction with prior TOLLWAY approval only.

The foregoing obligations shall not apply to confidential data or information lawfully in the DESIGN SECTION ENGINEER's possession prior to its acquisition from

the TOLLWAY; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; or independently developed by the DESIGN SECTION ENGINEER without the use or benefit of the TOLLWAY's confidential information.

ARTICLE VI

Responsibility for Injuries and Damages

The DESIGN SECTION ENGINEER shall be responsible for all injuries to persons and damages to property due to the activities of the DESIGN SECTION ENGINEER, its associates, agents or employees, in connection with an error, omission, intentional, willful, wanton or negligent act(s), and shall be responsible for all parts of its work, both temporary and permanent, relating to the performance of any services under this Agreement or in connection therewith. It is expressly understood that the DESIGN SECTION ENGINEER shall indemnify and save harmless the TOLLWAY, its Directors and employees from claims, suits, actions, damages, costs and fees arising from, growing out of an error, omission, intentional, willful, wanton or negligent act(s) of the DESIGN SECTION ENGINEER under this Agreement, to the maximum extent permitted by law, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage hereinafter provided. Nothing herein contained shall be construed as prohibiting the TOLLWAY, its Directors or the employees from defending any actions and suits brought against them or any of them or from employing their own counsel in defense of all such actions and suits. It is understood and agreed that the DESIGN SECTION ENGINEER is an independent contractor and as such is solely responsible for all of its activities hereunder.

ARTICLE VII

Insurance

The DESIGN SECTION ENGINEER agrees to procure and maintain during the entire term of this contract and any extensions thereto, at its own expense and without additional expense to the TOLLWAY, adequate insurance for claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the DESIGN SECTION ENGINEER, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained and acceptable documentation provided to the TOLLWAY. Acceptable insurance companies shall be authorized or approved to transact business under the laws of the State of Illinois, shall be rated by A.M. Best and Company with a financial strength rating of "A-" or better and a financial size category of not less than "VII".

The DESIGN SECTION ENGINEER shall obtain for the term of the contract, and any extensions thereto, insurance in the following kinds and minimum limits:

- a. Worker's Compensation Insurance as required by state statute, and Employer's Liability insurance covering all the DESIGN SECTION

ENGINEER's employees acting within the course and scope of their employment.

- b. Commercial General Liability Insurance written on Insurance Services Office (ISO) occurrence form CG 00 01 10/03 or equivalent, covering premises operations, independent contractors, blanket contractual liability, and personal injury with minimum limits of \$1,000,000.00 (One Millions Dollars) each occurrence and \$2,000,000.00 (Two Million Dollars) annual general aggregate.

If any aggregate limit is reduced below \$2,000,000.00 because of claims made or paid, the DESIGN SECTION ENGINEER shall obtain additional insurance to restore the full aggregate limit and furnish documentation to the TOLLWAY.

- c. Automobile Liability Insurance covering any auto, including owned, hired and non-owned autos, with a minimum limit of \$1,000,000.00 (One million Dollars) each occurrence, combined single limit.
- d. Excess / Umbrella Liability Insurance providing excess coverage over commercial general liability, automobile liability and employer's liability with a minimum limit of \$2,000,000.00 (Two Million Dollars) per occurrence and in aggregate.
- e. Engineering Professional Errors and Omissions Liability providing coverage for claims, damages, losses or expenses arising out of or resulting from the performance of Professional Services contemplated in this contract. Limits of liability shall be a minimum of \$2,000,000 (Two Million Dollars) per occurrence and in aggregate. The policy, including claims made forms, shall remain in effect for the duration of the contract and then have a three-year discovery period or longer as required by State Statue.

All deductible or self-insured retentions must be declared and are the sole responsibility of the DESIGN SECTION ENGINEER. The Illinois State Toll Highway Authority shall be named an "additional insured" for the commercial general liability and automobile liability coverage. These policies shall be primary for the additional insured and not contributing with any other insurance or similar protection available to the additional insured. Copies of the applicable "additional insured" endorsements will be provided to the TOLLWAY with the insurance documentation.

The DESIGN SECTION ENGINEER shall submit insurance documentation prior to the commencement of any contract work and will provide documentation of renewals of said policies as they occur. Any failure of the TOLLWAY to request proof of insurance will not waive the requirement of maintenance of protection as specified herein.

ARTICLE VIII

Ownership of Documents

All documents, including tracings, drawings, estimates, specifications, field notes, investigations, studies and all documents, memoranda and information relating to services to be furnished and performed pursuant to this Agreement are the property of the TOLLWAY. During the performance of the engineering services herein provided for, the DESIGN SECTION ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in its possession, and any such documents shall be restored at its expense. Full access to the work during the preparation of the plans shall be available to the TOLLWAY and such other agencies as may be approved by the TOLLWAY. It is agreed and understood by the parties that any plans, drawings, blueprints or other similar documents ("plans") provided under this Contract which are reused by the TOLLWAY, on other projects, shall be at the TOLLWAY's own risk. Any person or entity reusing any plans shall be solely responsible for such reuse. Should the DESIGN SECTION ENGINEER reuse any plans, it agrees to indemnify all persons or entities for any claims or actions resulting from its reuse to the extent that said claim or action results from such reuse. The TOLLWAY agrees to require any person (including the TOLLWAY itself) reusing the plans provided by the DESIGN SECTION ENGINEER to abide by the terms and conditions set forth in this paragraph.

ARTICLE IX

Financial Statement

The DESIGN SECTION ENGINEER shall, within ten (10) days after requested by the TOLLWAY, furnish the TOLLWAY with a current statement of the financial condition of the DESIGN SECTION ENGINEER and any other financial information requested by the TOLLWAY.

ARTICLE X

Successors and Assigns

The TOLLWAY and DESIGN SECTION ENGINEER each bind themselves, their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Except as this Agreement provides, neither the TOLLWAY nor the DESIGN SECTION ENGINEER shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.

ARTICLE XI

Subcontractors

The DESIGN SECTION ENGINEER shall not subcontract or assign services to be performed under this Agreement without prior written approval of the TOLLWAY,

except that the DESIGN SECTION ENGINEER may without such prior approval, contract with others for photogrammetric maps, equipment and supplies, printed matter, and other reproductions and stenographic, clerical or any other non-technical services.

ARTICLE XII

Suspension

The TOLLWAY may, from time to time, suspend and halt the services of DESIGN SECTION ENGINEER pursuant to this Agreement at its sole discretion effective five (5) days after delivery of written notice thereof for any period of time or times not exceeding a total of twelve (12) months. In the event of such suspension not occasioned by violation of the Agreement by the DESIGN SECTION ENGINEER, the DESIGN SECTION ENGINEER shall be paid for authorized services performed prior to the effective date of the suspension, including any reimbursable expenses then due, in accord with this Agreement.

ARTICLE XIII

Termination

A. Termination Without Cause

1. The TOLLWAY reserves the right, at its sole discretion, to terminate this Agreement without cause at any time. In the event of such termination, the TOLLWAY will promptly deliver a written Notice of Termination Without Cause to the DESIGN SECTION ENGINEER. Upon termination and within ten (10) days of said termination, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report, in form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all the services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and services and determine the percentage of the work required to be performed under this Agreement that has been completed by the DESIGN SECTION ENGINEER. In case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall, additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.

In the event the Chief Engineering Officer of the TOLLWAY requires additional services to be performed by the DESIGN SECTION ENGINEER to complete certain elements of the engineering services, the DESIGN SECTION ENGINEER shall prepare a final Progress Report on completion of the additional services. The TOLLWAY will

review the final Progress Report and determine the percentage of completed services performed under the Agreement by the DESIGN SECTION ENGINEER.

2. The total compensation due to the DESIGN SECTION ENGINEER, in the event of termination without cause, shall be limited to the following, less all previous payments to the DESIGN SECTION ENGINEER and any credits or set-offs due to the TOLLWAY:

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;
- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;
- c. Actual payroll cost times a multiplier of **2.8000** for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;
- d. Actual reimbursable direct expenses incurred for any wind-up services after the effective date of termination as directed to be performed by the Chief Engineering Officer of the TOLLWAY;

B. Termination for Cause

1. In the event the DESIGN SECTION ENGINEER fails to meet any of its contractual obligations, as set forth in this Agreement including the proposal, then the TOLLWAY, at its option, may consider the Agreement as canceled effective upon the delivery of written Notice of Termination for Cause to the DESIGN SECTION ENGINEER, and the DESIGN SECTION ENGINEER shall have no further claims or rights against the TOLLWAY except as set forth herein. The TOLLWAY may, as additional remedies, and without prejudice to or waiver of any other right or remedy which it possesses hereunder or as a matter of law, complete the performance of the engineering services with its own forces, or secure services from any other available source and any difference in cost shall be charged back to the DESIGN SECTION ENGINEER, or at the option of the TOLLWAY the DESIGN SECTION ENGINEER shall promptly pay for or reimburse the TOLLWAY for any such difference in cost, or the TOLLWAY may deduct any such cost from any payments due or to become due the DESIGN SECTION ENGINEER, if any. In addition to any difference in cost for services incurred by the TOLLWAY, the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY for any costs, fees, or expenses, including administrative, engineering and legal expenses incurred by the TOLLWAY due to the failure of the DESIGN SECTION ENGINEER to meet such obligations. The foregoing costs, fees and expenses, may, at the direction of the TOLLWAY, be deducted from any sums remaining due for services properly performed prior to the effective date of the cancellation and termination.

2. The conditions for termination for cause are as follows:

- a. If DESIGN SECTION ENGINEER becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law established for the relief of debtors;
- b. If a receiver, trustee or liquidator of any of the property or income of DESIGN SECTION ENGINEER shall be appointed;
- c. If DESIGN SECTION ENGINEER shall fail to perform the scope of services, or any part thereof, with the diligence necessary to maintain its progress and complete the scope of services as prescribed by the time schedule and shall fail to take such steps as directed by the TOLLWAY to remedy delays within five (5) days after written notice thereof from TOLLWAY;
- d. If DESIGN SECTION ENGINEER shall violate any of the terms, provisions, conditions, covenants, or Certifications contained in this Agreement and shall fail to take such steps as directed by the TOLLWAY to remedy such default within five (5) days after written notice thereof from TOLLWAY.

3. Upon termination for cause, and within ten (10) days of such notice, the DESIGN SECTION ENGINEER shall prepare a detailed Progress Report in a form satisfactory to the Chief Engineering Officer of the TOLLWAY, including information as to all services performed by the DESIGN SECTION ENGINEER and the status of the services as of the date of the termination, and provide all other information and documents developed under the terms of this Agreement as requested by the Chief Engineering Officer of the TOLLWAY. The TOLLWAY will review the Progress Report and determine the percentage of services that have been performed under this Agreement by the DESIGN SECTION ENGINEER. In the case of dispute between the TOLLWAY and the DESIGN SECTION ENGINEER, the decision of the Chief Engineering Officer shall be final. At the request and direction of the Chief Engineering Officer of the TOLLWAY, the DESIGN SECTION ENGINEER shall additionally, within ten (10) days after the date of termination, furnish the TOLLWAY with two (2) sets of prints of plans, two (2) sets of Special Provisions and two (2) sets of calculations with respect to the services performed to the date of termination in accordance with the requirements of the Design Section Engineer's Manual in effect at the date of contract execution, and as revised thereafter.

4. The total compensation due to the DESIGN SECTION ENGINEER in the event of Termination for Cause shall be the following, less all previous payments to the DESIGN SECTION ENGINEER, and any credits or set-offs due to the TOLLWAY:

- a. Actual payroll cost for services properly performed prior to the effective date of termination, times a multiplier of **2.8000**;
- b. Actual reimbursable direct expenses incurred prior to the effective date of termination;

C. Termination due to Lack of an Appropriation

This Agreement is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation (if such an appropriation is required) to make payments under the terms of the Agreement. Currently, the TOLLWAY is not required to obtain a yearly appropriation of its funds. However, the TOLLWAY cannot and does not make any representation or warranties concerning future appropriation requirements.

ARTICLE XIV

Solicitations

The DESIGN SECTION ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the TOLLWAY shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE XV

Record Retention and Audit

In compliance with the Illinois Procurement Code (30 Ill. Comp. Stat. 500/20-65) and rules promulgated thereunder, every CONTRACT for goods and services shall provide that the contractor shall maintain certain records, books and documents.

The DESIGN SECTION ENGINEER shall maintain in the State of Illinois, for a minimum of five years from the latter of the date of completion of the CONTRACT or the date of final payment under the CONTRACT, adequate books, records, and supporting documents from an accounting system maintained in accordance with generally accepted accounting principles to verify the amounts, recipients, uses and methods of all disbursements of funds passing in conjunction with the CONTRACT. The five year record maintenance period shall be extended for the duration of any audit in progress at the time of that period's expiration. The DESIGN SECTION ENGINEER shall at its own expense make such records available in a timely manner for inspection and audit (including copies and extracts of records) as required by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation, and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents at all reasonable times and without prior notice. For purposes of this section, "timeliness" will be considered production within the time period specified by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, but no later than thirty days after a request for records being made unless otherwise agreed to by the parties.

The DESIGN SECTION ENGINEER agrees to cooperate fully with any audit conducted by the Auditor General and other State Auditors, the Chief Procurement Officer for General Services, the Illinois Department of Transportation and the TOLLWAY's Inspector General, Internal Audit or other TOLLWAY agents, and to provide full access to all relevant materials. The auditors reserve the right to enter the DESIGN SECTION ENGINEER's place of business in order to audit the records. If they are not produced in a timely manner by the DESIGN SECTION ENGINEER, then the DESIGN SECTION ENGINEER shall reimburse the TOLLWAY or other State agency for the travel expenses of its auditors in the event that this right is invoked.

The obligations of this Section shall be explicitly included in any subcontracts or agreements formed between the DESIGN SECTION ENGINEER and any subcontractors or suppliers of goods and services to the extent that those subcontracts or agreements relate to fulfillment of the DESIGN SECTION ENGINEER's obligations to the TOLLWAY. Such subcontractor shall be required to comply with the terms and conditions of this Section and the TOLLWAY shall be entitled to enforce a breach of that contract.

Any audit adjustment will be submitted on a final invoice for any underpayment or overpayment to the DESIGN SECTION ENGINEER or its subcontractors. The DESIGN SECTION ENGINEER shall promptly reimburse the TOLLWAY for any overpayment, or the TOLLWAY at its option may deduct any overpayment from any funds due the DESIGN SECTION ENGINEER, whether those funds are due under this contract or other contracts to which the DESIGN SECTION ENGINEER is a party either directly with the TOLLWAY or as a subcontractor. In the event the DESIGN SECTION ENGINEER fails or refuses to reimburse the TOLLWAY for an overpayment, the DESIGN SECTION ENGINEER shall be responsible for all costs, including attorney fees, incurred by the TOLLWAY to collect such overpayment.

Failure to maintain or make available the books, records, and supporting documents required by this Section shall establish a presumption in favor of the TOLLWAY for recovery of any funds paid by the TOLLWAY under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

The DESIGN SECTION ENGINEER shall reimburse the TOLLWAY for the total costs of an audit that identifies significant findings that would benefit the TOLLWAY, including but not limited to reasonable attorney's fees and other expenses. Significant findings for the purposes of this provision shall be identified as an amount in excess of \$50,000 in aggregate of the audit report or findings of material performance or compliance deficiencies.

If the DESIGN SECTION ENGINEER fails to comply with these requirements, the DESIGN SECTION ENGINEER may be disqualified or suspended from bidding on or working on future contracts.

ARTICLE XVI

Notices

Notices to be given hereunder or documents to be delivered shall be deemed sufficient if delivered personally or mailed by certified mail to the DESIGN SECTION ENGINEER at **Wood Environment & Infrastructure Solutions, Inc., 8745 W. Higgins Road, Suite 300, Chicago, Illinois 60631**, or to the Chief Engineering Officer at 2700 Ogden Avenue, Downers Grove, Illinois 60515. Either party may change the place to which notices hereunder may be addressed by written notice to the other party at any time or times.

ARTICLE XVII

Quality Assurance and Quality Control (QA/QC) Plan

The DESIGN SECTION ENGINEER'S QA/QC PLAN for this PROJECT must be presented by the DESIGN SECTION ENGINEER fourteen (14) days after receiving the signed contract. After acceptance by the TOLLWAY, the DESIGN SECTION ENGINEER must adhere to this QA/QC Plan and will be required to periodically confirm, in writing, that they have complied with the approved plan. The statement of compliance must be submitted to the TOLLWAY Project Manager with each milestone submittal (preliminary plans, draft reports, soil report, drainage study, etc.).

The QA/QC Plan must follow the GUIDELINES FOR the DESIGN SECTION ENGINEER'S QUALITY PROGRAM, which will be provided by the TOLLWAY.

ARTICLE XVIII

Miscellaneous

This Agreement, when executed by the DESIGN SECTION ENGINEER, shall be an offer by the DESIGN SECTION ENGINEER to the TOLLWAY and shall not be construed as an offer by the TOLLWAY to the DESIGN SECTION ENGINEER. All Agreements are subject to the statutes, rules, regulations and policies governing the TOLLWAY and are expressly subject to the approval of the TOLLWAY's Board of Directors, the Procurement Policy Board, the Chief Procurement Officer for General Services, and the Attorney General of the State of Illinois.

ARTICLE XIX

Inspector General

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review and shall not bill the Tollway for such time. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected

with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

ARTICLE XX

Engineer Selection Process

The TOLLWAY and the DESIGN SECTION ENGINEER hereby certify that they are in compliance with the provisions of the Architectural, Engineering and Land Surveying Qualifications Based Selection Act (30 ILCS 535) with respect to the procurement of the services covered in this Agreement.

ARTICLE XXI

Report of a Change in Circumstances

The DESIGN SECTION ENGINEER agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the DESIGN SECTION ENGINEER's ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the DESIGN SECTION ENGINEER's Certification/Disclosure Forms, the DESIGN SECTION ENGINEER's IDOT pre-qualification, or any certification or licensing required for this project. Additionally, the DESIGN SECTION ENGINEER agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the DESIGN SECTION ENGINEER, or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the DESIGN SECTION ENGINEER agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The DESIGN SECTION ENGINEER agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the DESIGN SECTION ENGINEER acknowledges and agrees that the failure of the DESIGN SECTION ENGINEER to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

ARTICLE XXII


EXPATRIATED ENTITIES

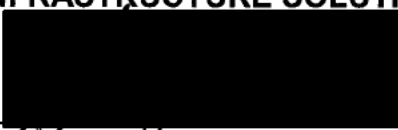
Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for CONTRACT RR-18-4379 the day and year first above written.

THE ILLINOIS STATE TOLL
HIGHWAY AUTHORITY


WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC.

By  8/20/18
Chair/Executive Director-Signature Date
Robert Schillerstrom/Elizabeth Gorman


 2 AUG 18
President-Signature Date
Principal

Gary Baker
Printed Name as Signed Above

APPROVED:
 8/17/18
Chief Financial Officer - Signature Date
Michael Colsch

APPROVED:
 8/16/18
Acting General Counsel - Signature Date
Elizabeth Oplawski

Approved as to Form and Constitutionality

 8/16/18
Attorney General, State of Illinois - ~~Robert Lane~~ - Signature Date
Tiffany B. Schar

DESIGN SECTION ENGINEER PROPOSAL

FOR CONTRACT NUMBER RR-18-4379

This proposal, dated July 20, 2018, is submitted by Wood Environment & Infrastructure Solutions, Inc. of Chicago, IL for Design Section Engineer's Service.

DESCRIPTION/LOCATION OF DESIGN SECTION

The location of the construction Contract **RR-18-4379** for which we propose to provide Design Section Engineering Services is Reagan Memorial Tollway (I-88), Roadway and Brindge Rehabilitation, M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59), in DuPage and Kane County (Counties), Illinois.

SCOPE OF DESIGN SECTION ENGINEERING SERVICES

Design Engineering Services following selection from PSB 18-2, more fully detailed in Exhibit F, attached hereto, will be executed in full compliance with the Illinois State Toll Highway Authority's *Design Section Engineer's Manual*, in effect at the date the contract is awarded, and as revised thereafter, and with the Illinois State Toll Highway Authority's (hereinafter referred to as "TOLLWAY") current practices. These services shall include preparation of contract plans, special provisions, construction schedule and review of bids; all field surveys, investigations, designs and analyses required to complete the work; checking of shop drawings and consultation during the construction period. Four copies of all design notes, quantity calculations and field books shall be submitted to the TOLLWAY with the final plans. These documents will be indexed and cross referenced in a manner which can be easily referenced by the Construction Manager.

RESPONSIBILITY

The DESIGN SECTION ENGINEER acknowledges the fact that neither interim nor final reviews by the TOLLWAY or its Consulting Engineer relieve the DESIGN SECTION ENGINEER of its responsibility for the accuracy and adequacy of the contract documents for this project.

FEE PROPOSAL

The DESIGN SECTION ENGINEER shall be compensated for Engineering Services on the following basis:

ACTUAL PAYROLL COSTS TIMES A MULTIPLIER, PLUS REIMBURSEMENT OF DIRECT EXPENSES, WITH AN UPPER LIMIT OF COMPENSATION.

The compensation elements and their limits are more fully detailed as follows:

ACTUAL PAYROLL COSTS AND MULTIPLIER - During the course of the project, compensation shall be equal to Actual Direct Labor Costs (less overtime premium) multiplied by a factor of 2.80 to compensate for **Payroll Burden and Fringe Costs, Overhead and Miscellaneous Indirect Costs, and Profit**. This factor shall be used for periodic invoicing during the project.

“Actual Direct Labor” shall be reimbursed only for actual payroll costs paid to individuals employed directly by the DESIGN SECTION ENGINEER, independent contractors and contract employees shall be treated as “reimbursable direct costs” and not “actual direct salary.” Subcontractors shall be treated as “Services by Others.”

The direct labor rate allowable for any individual at the outset of the project for invoicing purposes will be the rate listed on a “Certified Payroll Summary” to be submitted by the DESIGN SECTION ENGINEER at the start of the project. A revised “Certified Payroll Summary” must be submitted at the time of annual labor rate increases and when a newly hired employee is added to the TOLLWAY project.

A “normal work week” can be negotiated up to 45 hours per week. Overtime (straight time) for salaried positions cannot be invoiced beyond the number of hours in the “normal work week” unless pre-approved, in writing, by the project manager. These positions will be determined during negotiations of the contract or as the salaried position is added to the project.

Promotions resulting in labor rate increases will only be permitted if the promotion occurs on this project to a pre-approved contract position. Employees promoted within the company will not be entitled to a rate increase on this project beyond the rate appropriate for the services being performed by the employee. Any increase will be at the date of the approved promotion.

Timesheets for each employee billed to the contract must be submitted with the invoice. The timesheets must be signed by both the employee and the employee’s supervisor. The timesheets must include all hours paid to the employee, including non-billable time and time worked on other projects.

REIMBURSABLE DIRECT COSTS - The Reimbursable Direct Costs Worksheet determines the total dollar amount of Direct costs for the project. See Exhibit D. The DESIGN SECTION ENGINEER is responsible for managing the Direct Costs expended so the total Reimbursable Direct Cost amount is not exceeded. All Direct Costs presented for reimbursement must be included on the Allowable Direct Costs list made available in the Professional Service Bulletin (attached to Exhibit D). Direct Costs not identified on the Allowable Direct Costs list must be approved in writing by the Chief Engineering

Officer of the TOLLWAY prior to reimbursement. Premium portions of overtime and Reimbursable Direct Costs will be reimbursed upon presentation of appropriate documentation.

Reimbursement for the use of automotive vehicles furnished by the DESIGN SECTION ENGINEER will be in accordance with the State of Illinois Government Rate in effect on the date of this proposal (see Exhibit D).

Such rate of reimbursement will be considered full payment for all costs including, but not limited to: the furnishing, insuring, operating, and maintaining the automotive vehicles. The term "automotive vehicle" includes automobiles, pick-up trucks, station wagons, vans, and the like. The DESIGN SECTION ENGINEER shall maintain itemized vehicle usage records for all vehicles billed to the contract. Said records shall contain at a minimum the individual who used the vehicle, the date of usage, and the purpose or destination.

No surcharge for handling or processing will be charged or approved. No profit will be paid for Direct Costs.

SERVICES BY OTHERS (Exhibit H) - The fees for services provided by all subcontractors shall be summarized on Exhibit H and Exhibit H (Cont). All subcontractors are required to submit Exhibits A, B, and D through H (Cont).

The DESIGN SECTION ENGINEER understands that the contract is between the TOLLWAY and the DESIGN SECTION ENGINEER. The DESIGN SECTION ENGINEER is responsible for monitoring and managing the work and budget of all subcontractors.

The ADDITIONAL SERVICES PROVISION (if any) included in this proposal (see *Exhibit B*) will be for the sole purpose of funding increases in the Scope of Work, which have been identified as potential extra services prior to the start of work. The additional services funds will not be used to cover costs for items included in the original Scope of Design Engineering Services. The authorization for the use of the Additional Services Funds must be in writing from the Chief Engineering Officer of the TOLLWAY.

MAXIMUM ALLOWABLE FEE - The upper limit of compensation to the DESIGN SECTION ENGINEER, for all costs, shall be \$ 3,000,000 (see *Exhibit B*), which limit may not be exceeded unless authorized by a Supplemental Contract and approved by the TOLLWAY's Board of Directors. This sum represents the maximum compensation limit for completion of all Engineering Services for all items of work included in the Scope of Design Section Engineering Services (Exhibit F). If potential additional services have been identified in the scope of work (Exhibit F), it is understood that these services may not be requested by the TOLLWAY. If these services are requested by the TOLLWAY to be performed by the DESIGN SECTION ENGINEER, Exhibits A-H (Cont) must be submitted by the DESIGN SECTION ENGINEER for the TOLLWAY's approval prior to commencement of the work.

REVISIONS TO THE SCOPE OF WORK - If at any time during the execution of the work the DESIGN SECTION ENGINEER feels that he/she is being directed to perform services not included in the Scope Of Work, he/she will give immediate written notice to the Chief Engineering Officer of the TOLLWAY requesting a change in the Scope Of Work. This notification shall include the following:

- A. Definition of the revision to the scope.
- B. Documentation of the facts leading to or requiring the revision to the Scope of Work.
- C. Scheduling impact.
- D. Construction cost impact.
- E. Design fee impact including:
 - 1. Labor
 - 2. Direct Cost
 - 3. Other

The Chief Engineering Officer of the TOLLWAY shall review and respond to the notification in a timely manner.

The DESIGN SECTION ENGINEER shall not proceed with any of the items of work which he/she believes are not included in the Scope Of Work until he/she submits the above notification and receives the written Authorization To Proceed from the Chief Engineering Officer of the TOLLWAY. If additional funds are required for the supplemental work, this Authorization to Proceed must receive the required TOLLWAY approvals authorizing the funds for the supplemental work.

PROGRESS REPORTS - The DESIGN SECTION ENGINEER will submit monthly progress and staffing reports including a narrative report and providing a brief discussion of the status of the design. These reports must be submitted with the invoice covering the same period, and must be received by the TOLLWAY within 20 calendar days following the reporting period.

PROJECT STATUS EVALUATION - It will be the DESIGN SECTION ENGINEER's responsibility, when the total monies due the DESIGN SECTION ENGINEER approach 50% of the Total Contract Fee, to review the work accomplished and the work remaining, as well as the project schedule. The DESIGN SECTION ENGINEER shall then furnish the Chief Engineering Officer of the TOLLWAY with a written copy of its evaluation. If the project progress is determined to be unsatisfactory by the TOLLWAY, the DESIGN SECTION ENGINEER may be required to do the same review prior to the point in time that the costs incurred reach 70% and 90% of the Total Contract Amount.

KEY PERSONNEL - Exhibit E is a list of the Key Personnel who will be assigned to this project, should this proposal be accepted, together with a brief resume for each. It is understood that the TOLLWAY reserves the right to review the performance of assigned personnel at any time and the DESIGN SECTION ENGINEER agrees to replace or re-

assign personnel who are deemed by the TOLLWAY to not be suited to the task to which they are assigned. The DESIGN SECTION ENGINEER further agrees to assign employees to this project in a manner which will minimize engineering design expenses to the TOLLWAY.

CURRENT WORK LOAD - Attached hereto is Exhibit G, a Statement of Active and Pending Transportation Related Projects.

TERMS AND CONDITIONS - This document hereby incorporates by reference the "Contract" attached hereto and made a part hereof. The DESIGN SECTION ENGINEER understands and agrees that it shall be bound by the terms and conditions contained in the attached Contract including but not limited to those items contained in the Article titled "Insurance". The DESIGN SECTION ENGINEER shall provide a copy of a Certificate of Insurance as Exhibit I. In the event there is a conflict between the terms of this proposal and the terms of the attached Contract, the terms contained in the Contract shall control. The DESIGN SECTION ENGINEER also agrees that it shall be required to procure and maintain additional insurance, if any is listed below, under the same terms and conditions specified in the Agreement. Specialized, project specific insurance, namely Railroad Protective Liability Insurance, may be considered for reimbursement as a direct cost.

Said additional insurance shall be in addition to any and all insurance required by the Contract.

INVOICES - INVOICES will be submitted monthly on forms provided to the DESIGN SECTION ENGINEER at the start of the project. The invoice cutoff date will coincide with the Monthly Progress Report. All payroll documentation and costs relating to this project will be available for audit by the TOLLWAY upon request.

INVOICES for services performed and expenses incurred through December 31st must be submitted to the TOLLWAY no later than February 28th of the subsequent year. The DESIGN SECTION ENGINEER expressly acknowledges that the TOLLWAY, at its discretion, reserves the right not to honor any delinquent INVOICE if the DESIGN SECTION ENGINEER fails to obtain prior written approval from the Chief Engineering Officer for an alternative INVOICE submission date. DESIGN SECTION ENGINEER will request such approval or an INVOICE submittal extension no later than February 15th.

THIS PROPOSAL FOR DESIGN SECTION ENGINEERING SERVICES FOR

CONTRACT RR-18-4379

SUBMITTED BY:

FIRM NAME: Wood Environment & Infrastructure Solutions, Inc.

ADDRESS: 8745 W. Higgins Road, Suite 300

**CITY, STATE &
ZIP CODE:** Chicago, IL 60631

TELEPHONE: 773-693-6030

FACSIMILE: 773-693-6039

SIGNED BY:



PRINTED NAME: John Hyder

TITLE: Operations Manager

Wood Financial Disclosures - Approved
See Appraisal email from Ken Morris on 8/2/18

Exhibit "1" pages 7-11 left intentionally blank and are available in UFS project file.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Wood Group USA, Inc. fka Amec Foster wheeler 17325 Park Row Houston TX 77084 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: Agri General Insurance Company		42757
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D: AIG Specialty Insurance Company		26883
	INSURER E: Lloyd's Syndicate No. 2003		AA1128003
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570072493626** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			HD0G27874265	05/01/2018	01/31/2019	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25150132	05/01/2018	01/31/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			XOOG24876238009	05/01/2018	01/31/2019	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR64625196 work Comp- AOS	05/01/2018	01/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A			WLR64625202 work Comp- TN	05/01/2018	01/31/2019	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
E	Archit&Eng Prof			PSDEF1800726 SIR applies per policy terms & conditions	07/01/2018	06/30/2019	Any One Claim Aggregate Limit	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED AMEC COMPANIES.
 RE: Project Description: I-88 (Reagan Memorial Tollway), IL 59 to Aurora Toll Plaza, Roadway and Bridge Rehabilitation. Project RR-18-4379. Contract price: \$3,000,000. Start Date August 1, 2018 project Completion December 31, 2019. Illinois State Toll Highway Authority is added as an additional insured on the General Liability and Automobile Liability policy. The policies certified hereon are primary and non-contributory.

CERTIFICATE HOLDER Illinois State Toll Highway Authority Attn: Robert Homeyer 2700 Ogden Avenue Downers Grove IL 60515 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest Inc</i>
---	--

Holder Identifier :

Certificate No : 570072493626



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Wood Group USA, Inc.	
POLICY NUMBER See Certificate Number: 570072493626			
CARRIER See Certificate Number: 570072493626	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Named Insured & FKA

Named Insureds:

- Amec Foster wheeler
- Amec Foster wheeler E&I, Inc.
- AGRA Pipeline Professionals, Inc.
- AMEC AES
- AMEC Civil, LLC
- AMEC Construction Management, Inc.
- AMEC E&I, Inc.
- Amec Foster wheeler AES Inc. (formerly AMEC AES, Inc.)
- AMEC E&E, P.C.
- AMEC Earth and Environmental, Inc.
- AMEC Engineering and Consulting of Michigan, Inc.
- AMEC Environment & Infrastructure, Inc.
- Amec Foster wheeler USA Corporation
- Amec Foster wheeler Programs Inc.
- Amec Foster wheeler Constructors, Inc.
- Amec Foster wheeler Energia, S.L.U.
- Amec Foster wheeler E&C Services, Inc. (formerly AMEC E7C Services, Inc.)
- Amec Foster wheeler E&I, Inc.
- Amec Foster wheeler Industrial Power Company, Inc.
- AMEC Massachusetts, Inc.
- Amec Foster wheeler Martinez Inc.
- Amec Foster wheeler North America Corp
- Amec Foster wheeler Ventures, Inc. (formerly National Ventures, Inc.)
- AMEC NNC USA, Inc.
- AMEC Nuclear USA Inc.
- AMEC Offshore, Inc.
- Amec Foster wheeler Oil and Gas, Inc. (formerly AMEC Oil & Gas, Inc.)
- AMEC Paragon Inc.
- AMEC PLC
- AMEC Technologies, Inc.
- Amec Foster wheeler USA Corporation
- AMEC USA Holding, Inc.
- Foster wheeler Intercontinental Corporation
- OEST Associates, Inc.
- Amec Foster wheeler Kamtech, Inc. (formerly AMEC Kamtech, Inc.)
- MACTEC Engineering and Consulting, P.C.
- North American Shared Services (NASS)
- QED International LLC
- Rider Hunt International USA, Inc.
- Terra Nova Technologies, Inc. (TNT)
- Oil & Gas US, Central & South America

- Wood Group USA, Inc.
- Wood Group Alaska, Inc.
- Wood Group PSN, Inc.
- Atablue, Inc.
- Cape Software, Inc.
- BMA Solutions, Inc.
- Global Performance, LLC
- John Wood Group PLC
- RWG (Repair & Overhauls) USA, Inc.
- SgurrEnergy, Inc.
- Ingenious, Inc.
- Mustang Process and Industrial
- Mustang International, LP
- Mitchell's Oil Field Services, Inc.
- C.E.C. Controls Company, Inc.
- Wood Environment & Infrastructure Solutions Inc.
- Wood E&IS, Inc.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Wood Group USA, Inc.	
POLICY NUMBER See Certificate Number: 570072493626			
CARRIER See Certificate Number: 570072493626	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Named Insured & FKA

Formerly Known As:
 AMEC Foster Wheeler Environment & Infrastructure, Inc. (formerly AMEC Environmernt & Infrastructure, Inc.)
 Wood Group Mustang, Inc.
 Wood Group Kenny, Inc.
 Wood Group Management Services, Inc.
 ODL, Inc.
 Wood Group Production and Consulting Services, Inc.
 Wood Group PSN Commissioning Services, Inc.
 Wood Group PSN Lease Maintenance & Construction, LLC
 DSI Deepwater Specialists, Inc.
 Caliber Services, LP
 Infinity Construction Services, LP
 Infinity Maintenance Services, LP
 United Electrical & Instrumentation, Ltd.
 Brazos M&E, Ltd.
 Elkhorn Holdings, Inc.
 Elkhorn Construction, Inc.
 Elkhorn Pipeline Services
 HOAD
 ProSafe
 Dynamic Services

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured John Wood Group PLC			Endorsement Number 2
Policy Symbol ISA	Policy Number H25150132	Policy Period 01/31/2018 TO 01/31/2019	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

POLICY NUMBER: HDO G27874265

Endorsement Number: 1

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we

will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: HDO G27874265

Endorsement Number: 2

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: Wood Environment & Infrastructure Solutions, Inc.

Contract Number: RR-18-4379

Proposal Date: 7/20/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one
Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to
Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-18-4379

Consultant: Wood Environment & Infrastructure Solutions, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: Gary Baker

Project Engineer: William Malinowski

Resident Engineer: Daron Patriquen (Constructability Review)

Documentation Engineer: _____

Project Civil Engineer: Amit Patel

Project Structural Engineer: Jie Yang

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: Daron Patriquen

Classification: Construction Engineer

Name: Thomas Lacy

Classification: Senior Engineer (QA/QC Roadway)

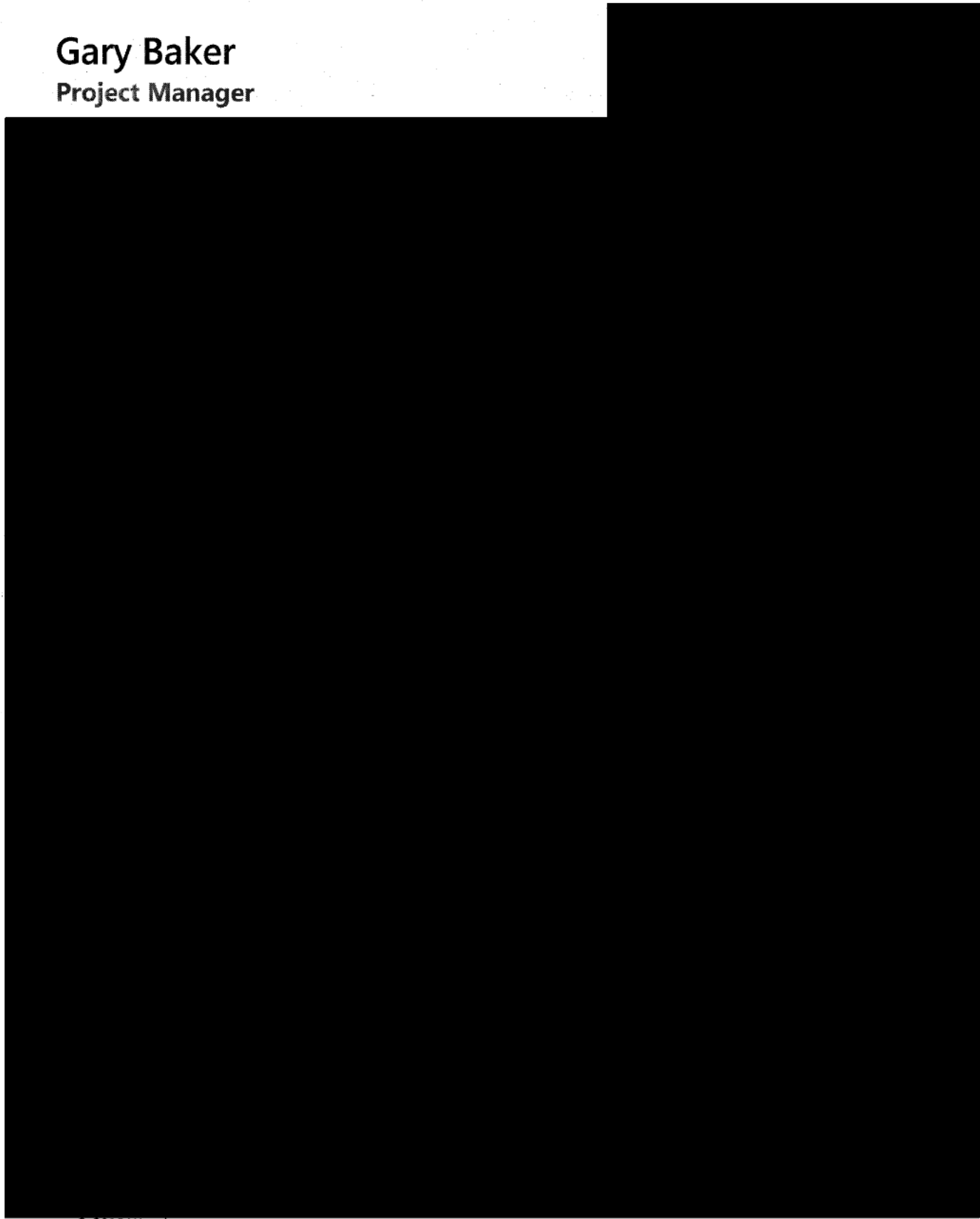
Name: _____

Classification: _____

Name: _____

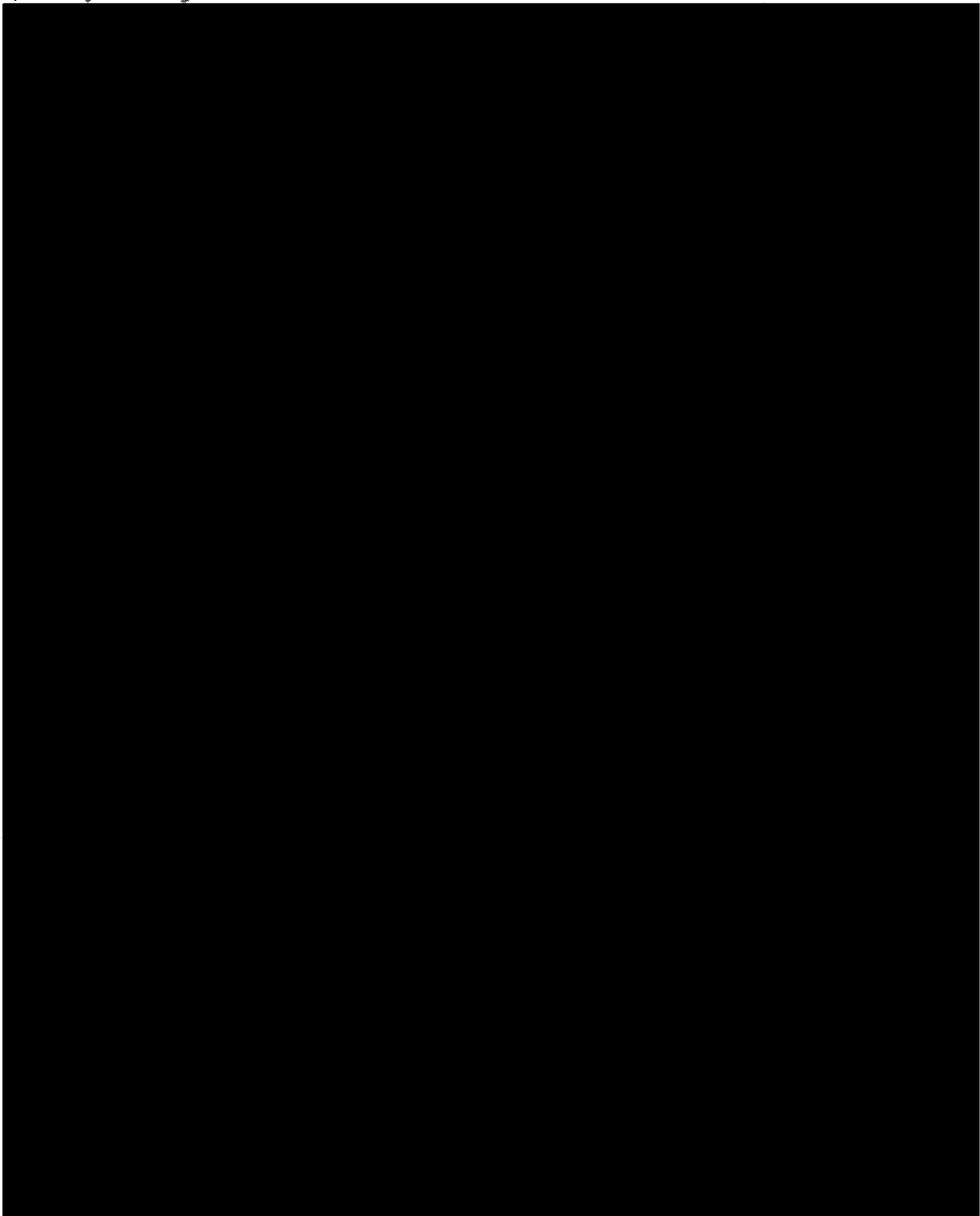
Classification: _____

Gary Baker
Project Manager

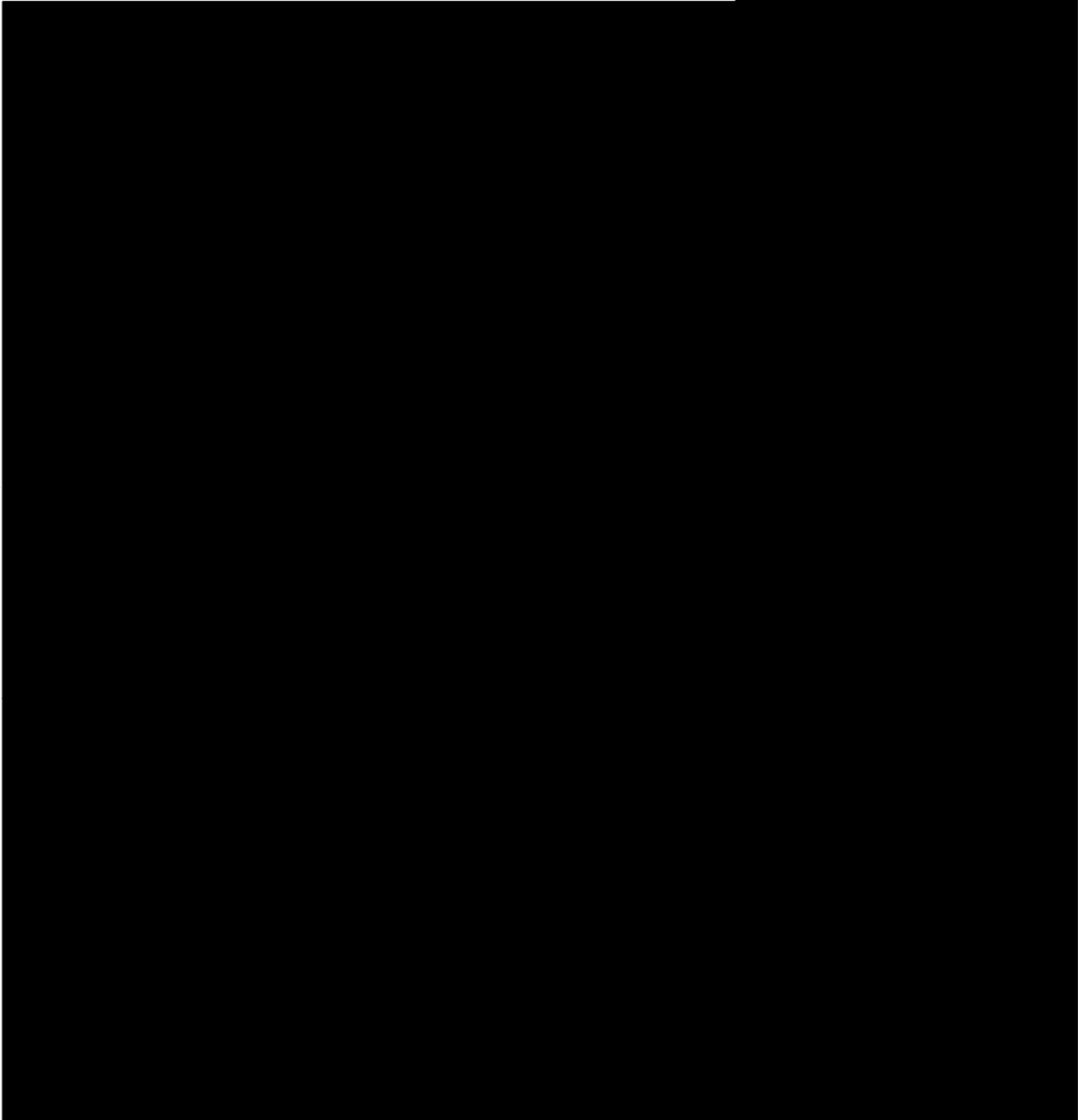


Gary Baker
Project Manager

wood.

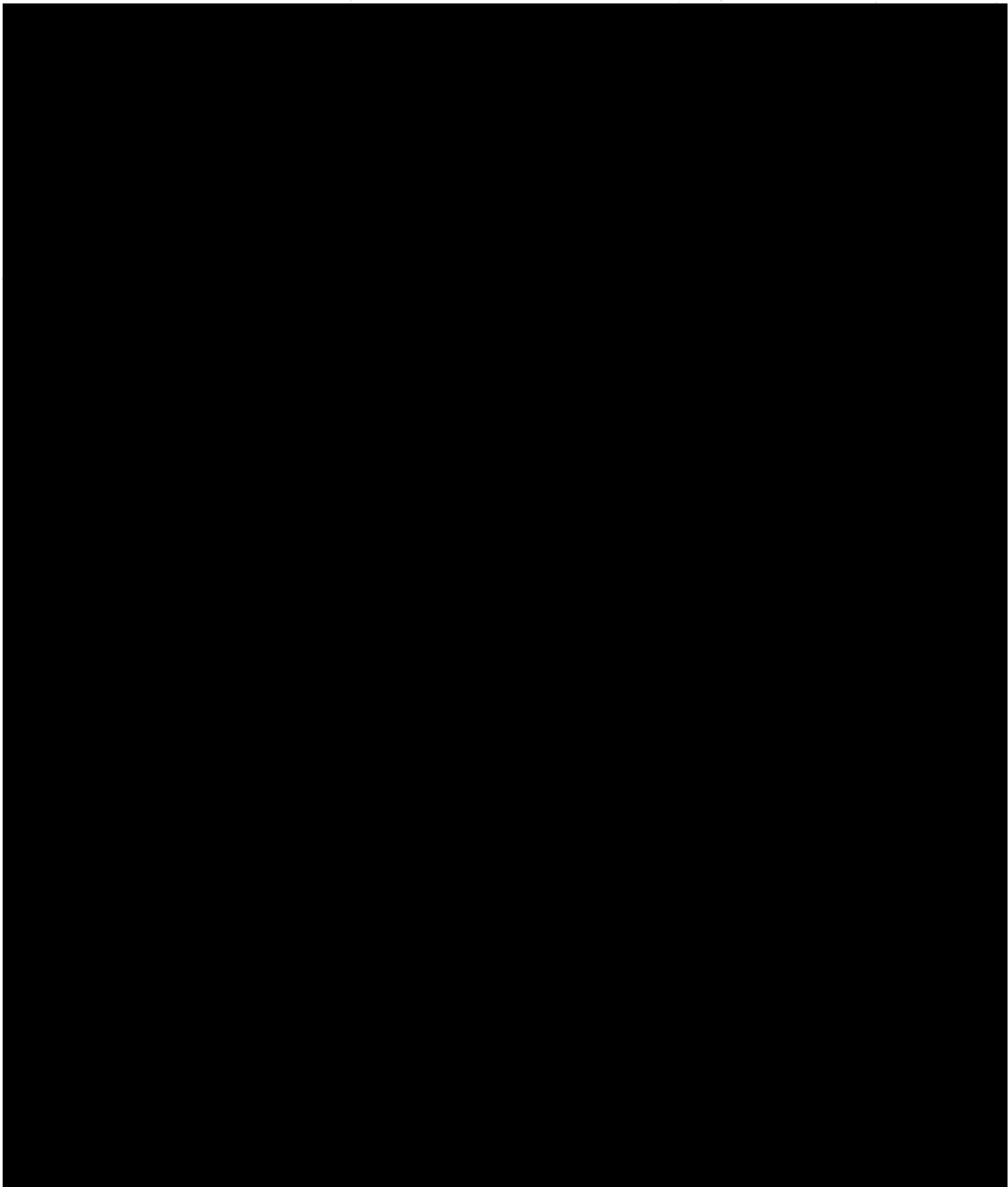


William Malinowski
Project Engineer

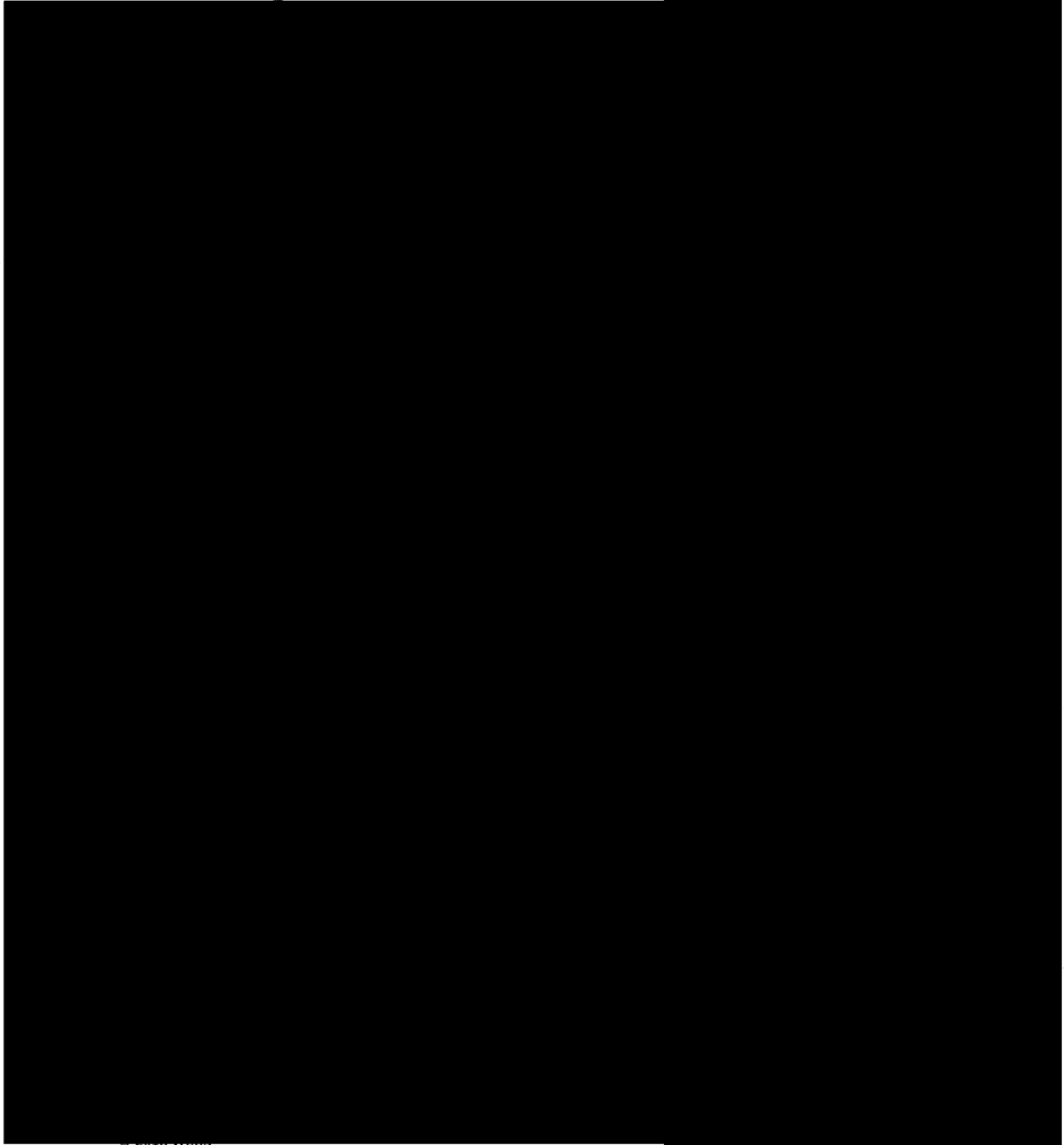


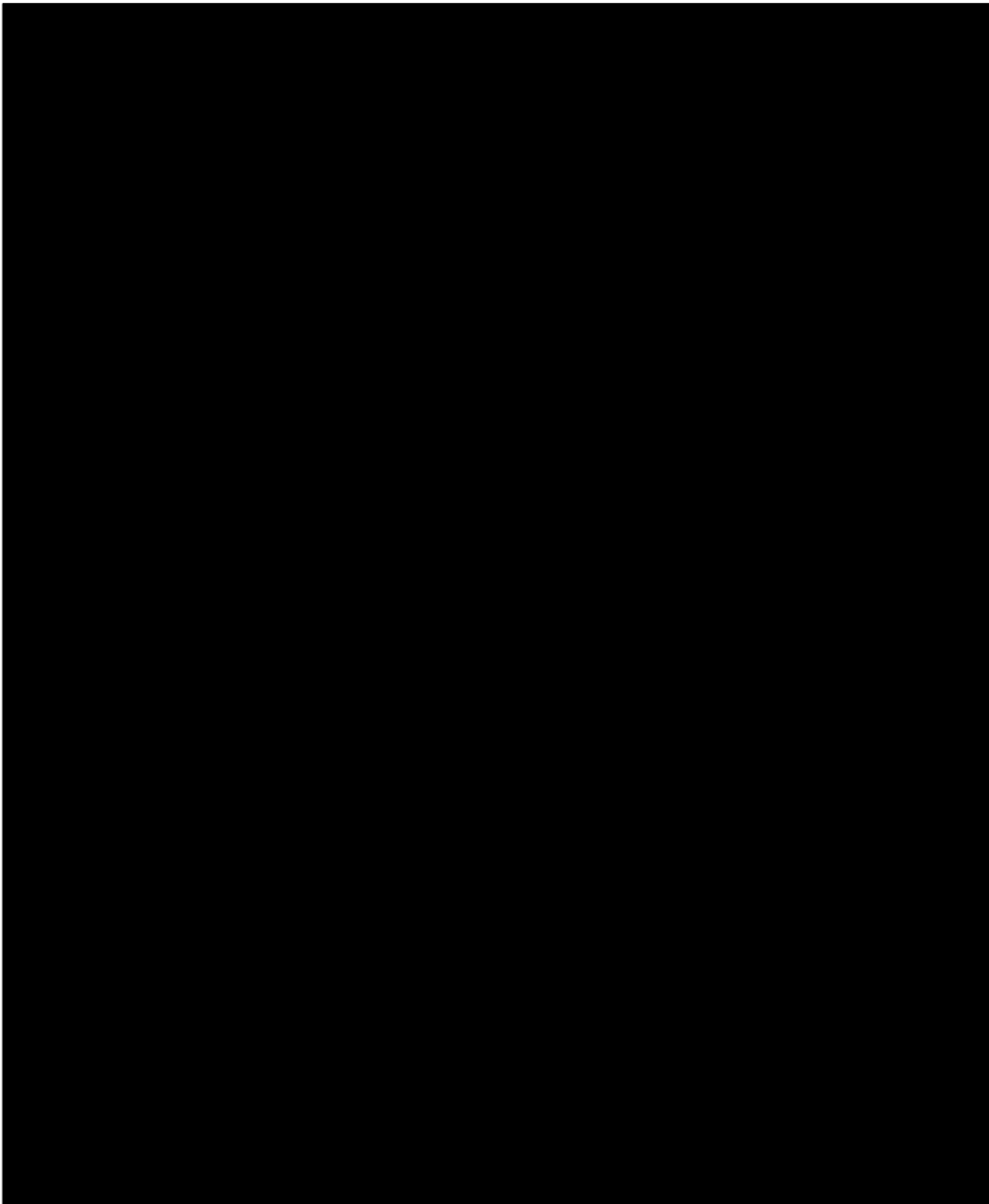
William Malinowski
Project Engineer

wood.



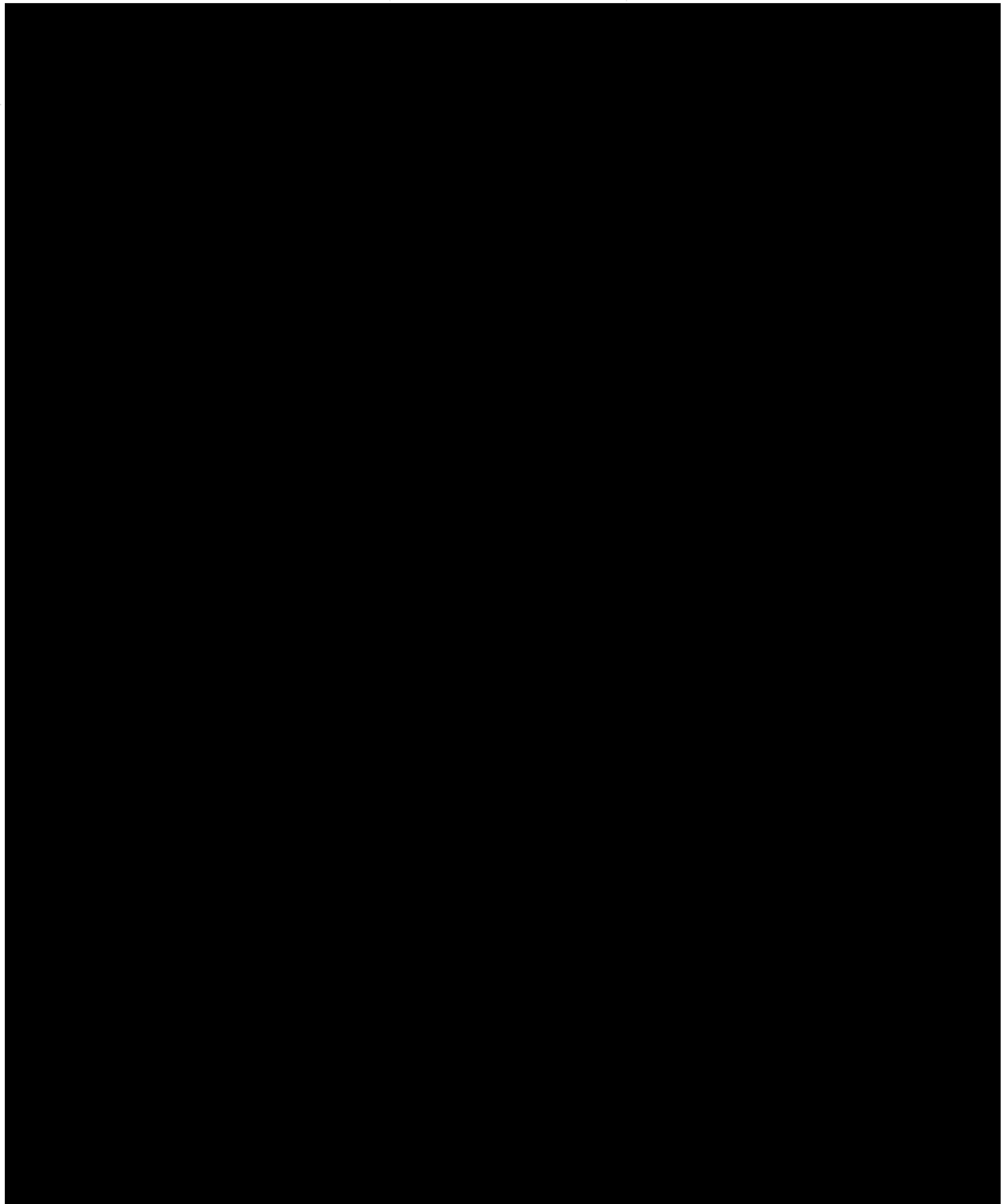
Amit Patel
Senior Civil Engineer



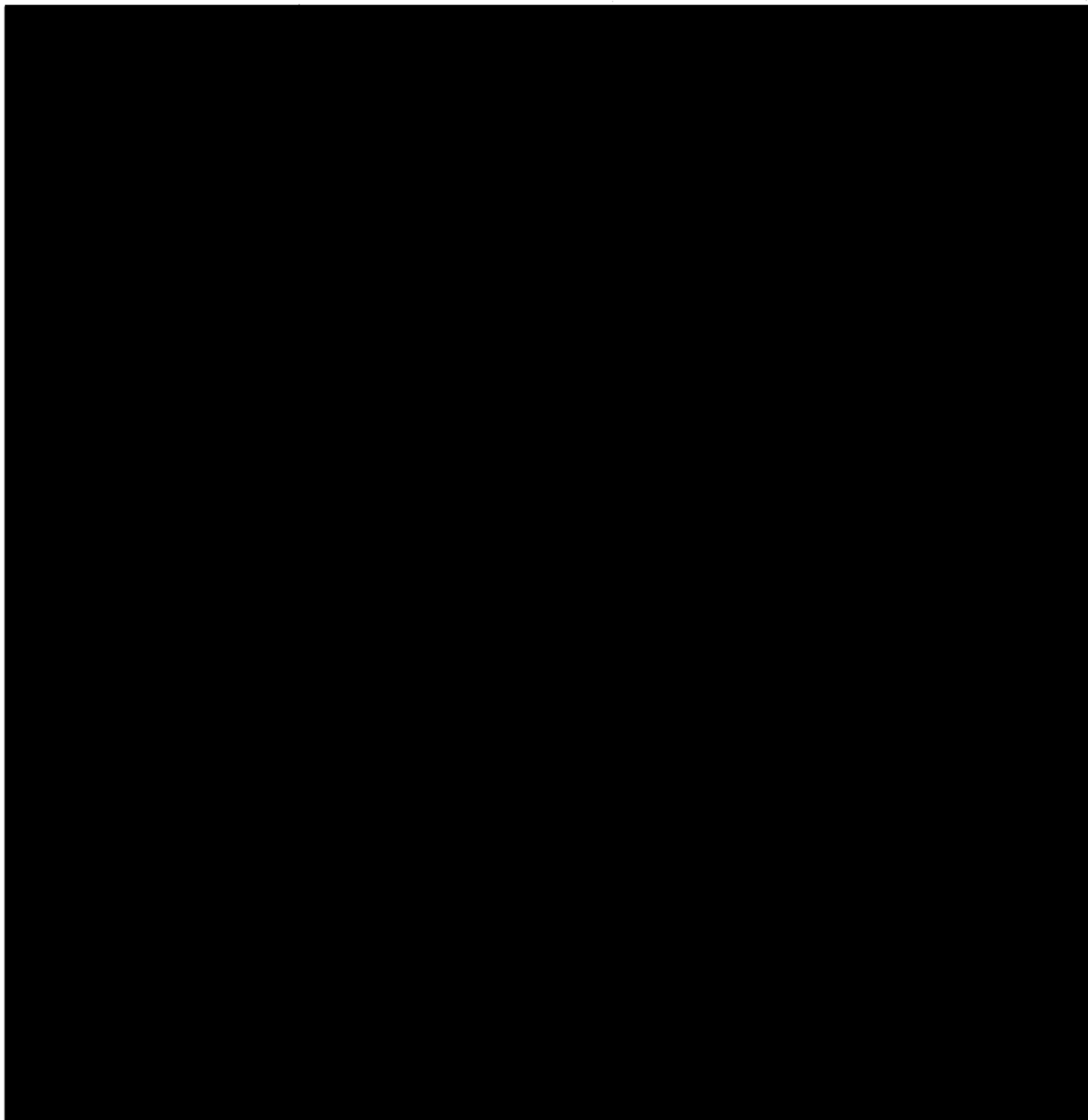


Jie Yang

Lead Structural Engineer

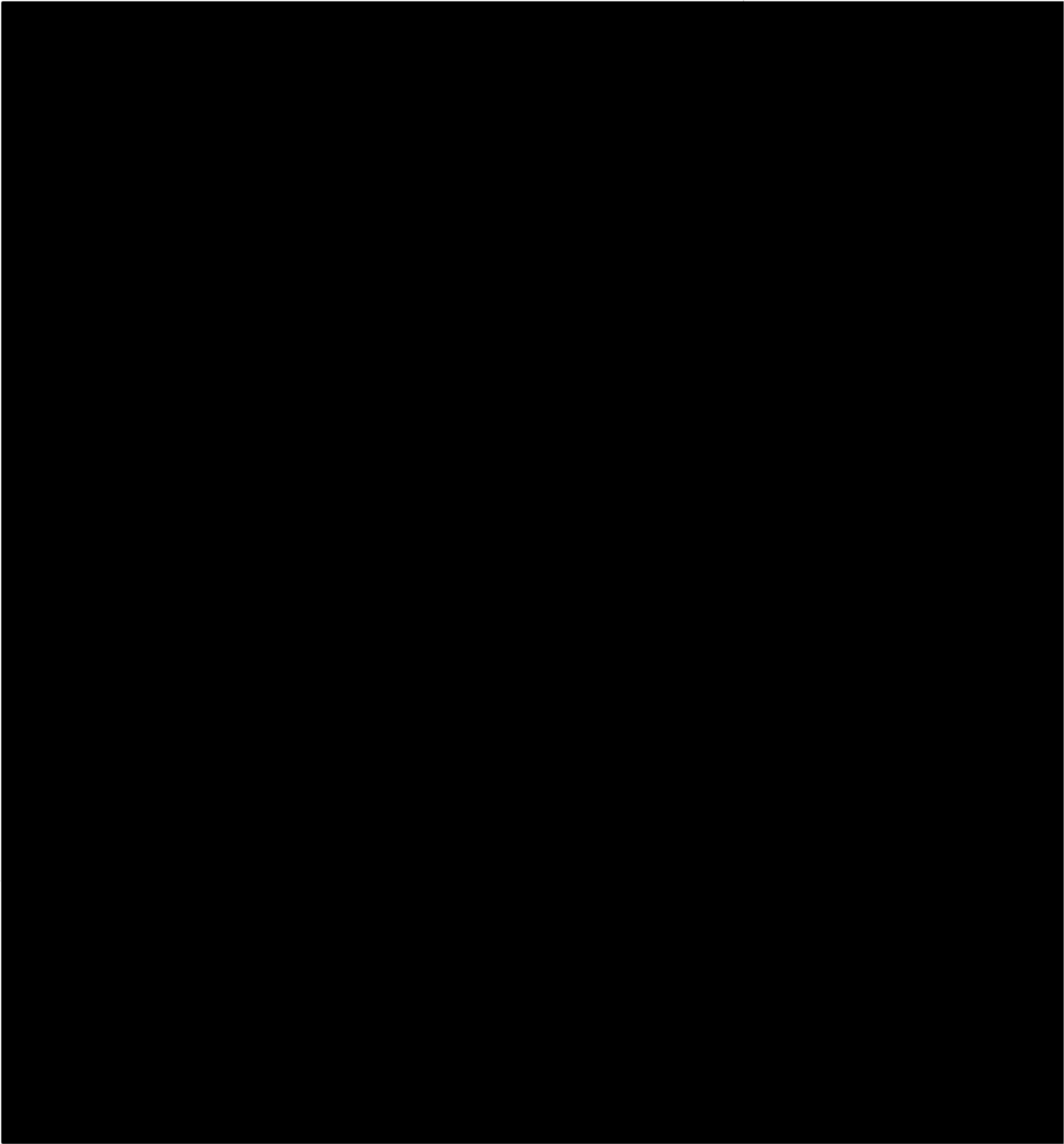


Daron Patriquen, PE
Constructability



Daron Patriquen, PE

Continued.



Thomas Lacy
QA/QC: Roadway

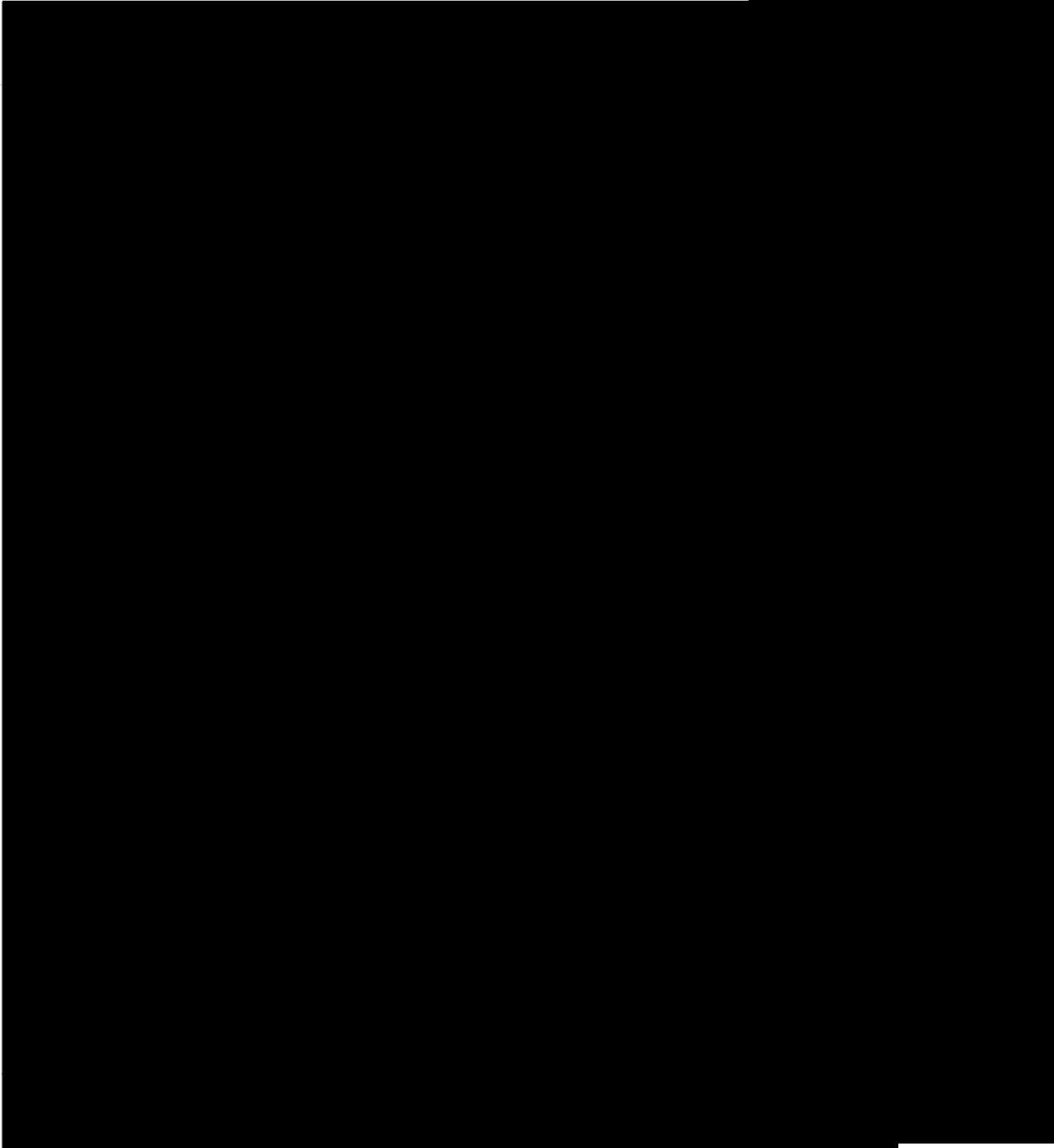


EXHIBIT F

Contract No. RR-18-4379

Wood Environment & Infrastructure Solutions, Inc.

SCOPE OF SERVICES

See attached scope

Exhibit F

Scope of Work

**Reagan Memorial Tollway (I-88), Roadway and Bridge Rehabilitation,
M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59)**

Contract No. RR-18-4379

Illinois State Toll Highway Authority

I. PROJECT DESCRIPTION

This project is to prepare contract plans and specifications for the patching and overlay of pavement and shoulder and bridge rehabilitation on the Reagan Memorial Tollway (I-88) between the Aurora Tollway Plaza and IL 59. The Tollway may adjust the project limits and project scope to more accurately reflect the field conditions.

II. ITEMS OF WORK TO BE INCLUDED IN CONTRACT RR-18-4379

The Design Section Engineer's (DSE) services under Contract RR-18-4379 shall consist of the preparation of contract plans and specifications and project related permits for the proposed roadway and bridge rehabilitation on the Reagan Memorial Tollway between M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59) in DuPage and Kane Counties, Illinois.

More specifically, the project improvements require design tasks for which design services shall be provided by the DSE to include, but not be limited to the following:

A. ROADWAY REQUIREMENTS

1. Utilize existing aerial mapping, including contours as supplied by the Tollway for developing exhibits, right-of-way analysis, etc. It is anticipated that no right-of-way acquisition will be required for these improvements.
2. Identify utility impacts on construction, right-of-way, costs, and project schedule.
3. Conduct supplementary survey and right-of-way studies as required.
4. Develop maintenance of traffic and construction staging options and corresponding progress schedules.

B. DESIGN AND PLAN PREPARATION – DETAILED REQUIREMENTS

1. During this phase, the DSE shall prepare Design Concepts, perform designs and prepare contract plans and documents for roadway and bridge repair and rehabilitation, to include, but not be limited to, the following:
 - a. Rehabilitation of existing mainline and ramp pavements as defined by the Tollway. This work will be split into two contracts. The first will be a mainline patching contract only, to be accelerated for a 2018 letting. All other pavement work will be provided for in the second contract let in 2019.
 - b. Rehabilitation of existing bridges.
 - c. New drainage structures and modification of existing drainage system.
 - d. Provide erosion control for all construction zones.
 - e. Provide design of appropriate landscape and soil erosion/sedimentation control measures as necessary in accordance with the Tollway's Environmental Studies manual.
 - f. Provide pavement markings, delineators and signage for the contract limits.

- g. Provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.
- h. Roadway Lighting will be performed under a separate design contract by others. The DSE will review those plans for conformity with the RR-18-4379 design.
- i. Replace existing ITS equipment as required. ITS design will be performed under a separate design contract by others. The DSE will review those plans for conformity with the RR-18-4379 design. Study the benefit/cost of additional DMS signs and AET toll plazas at the Farnsworth Interchange.
- j. Provide maintenance of traffic plans including those for impacts to local facilities.
- k. Develop plans to execute the repair recommendations found in the Tollway provided inspection reports for four retaining walls and 21 overhead sign trusses.
- l. Protection and / or relocation of utilities.

C. STRUCTURAL REHABILITATION AND MODIFICATION

- 1. Perform detailed inspections and preparation of bridge condition reports of the structures listed in Table A, including life cycle cost analyses with recommendations to be reviewed and approved by the Tollway.
- 2. Perform Phase II detailed design and develop plans to rehabilitate mainline and cross road structures as listed in Table A.

D. ENVIRONMENTAL STUDIES AND REPORTS

- 1. Determine and evaluate potential environmental impacts.
- 2. Completion of a two- part Environmental Studies Inventory Sheet (ESIS). Part I shall be submitted no more than four weeks following notice to proceed. Part II shall be submitted with preliminary plans.
- 3. Evaluate and develop erosion control plans/measures.

E. MAINTENANCE OF TRAFFIC

Protection and maintenance of Tollway and crossroad traffic, and maintenance of toll operations during construction.

F. UTILITIES

- 1. The DSE will be required to provide a copy of the agency utility contact log on a monthly basis.
- 2. Verify location of existing communications cables and utilities with respect to the proposed improvements.
- 3. All utilities coordination shall be performed in accordance with the DSE Manual, specifically with requirements of Subsection 4.5.15 and Section 6.

III. DESIGN SECTION ENGINEER'S (DSE's) SERVICES

A. EXECUTION OF ENGINEERING SERVICES

1. The DSE shall furnish services in accordance with the articles contained in the Illinois Tollway DSE Manual and all applicable Tollway Criteria, Manuals and Bulletins.

B. FIELD SURVEY

1. The DSE shall perform all survey work necessary for the design of the project in accordance with the appropriate sections of the DSE's Manual, or as required for compliance with governing design criteria to provide a complete and acceptable design.
2. Maximum use shall be made of the Tollway's record drawings and Planning and Rehabilitation Report; however, it is the Design Section Engineer's responsibility to verify all topography in the field.
3. Obtain adequate survey information for determining barrier warrant analysis, etc. including approach shoulder drainage and appurtenances.
4. Utilize the Tollway's record drawings and verify features in the field. Utilize stationing on drawings only as a reference for the location of the structures. It is not the intent for the DSE to re-establish stationing in the field.
5. All coordination with Agencies, including but not limited to the Corps of Engineers, the Illinois Department of Natural Resources, the Illinois Environmental Protection Agency, the Office of Water Resources, and the Illinois Department of Transportation shall be conducted through Illinois Tollway. The DSE will be expected to assemble information and documents necessary for Illinois Tollway to perform such coordination.
6. A mobile Lidar scan will be performed by the DSE which provides data and photos to be used in the evaluation of pavement condition and identification of patching locations.

IV. REQUIRED SUBMITTALS TO THE AUTHORITY

Submittal requirements shall be in accordance with the DSE's Manual with special attention to, but not limited to, the following:

A. CONCEPT SUBMITTAL REQUIREMENTS:

1. Concept construction cost estimate.
2. Impacts to construction schedule and staging.
3. Barrier warrants samples per DSE Manual.
4. Provide written results on findings from Section III of Scope with written recommendations.
5. Maintenance of traffic concepts shall include preliminary stage layouts and duration estimates.
6. Pavement markings, delineators and signing for the contract limits.

B. OTHER SERVICES AND SUBMITTALS REQUIRED:

1. Preparation of preliminary, pre-final and final contract documents, special provisions, design and quantity calculations and construction schedule to be reviewed by the Tollway.
2. The DSE shall coordinate and incorporate all requirements of other design contracts impacting this project, if any. The DSE shall meet with other DSE's as often as required to insure the final contract documents of all contracts relating to the limits are coordinated.
3. Maintenance of traffic and construction staging.
4. Final construction cost estimates will be developed by the DSE.
5. All other submittals as required in the DSE's Manual.
6. The DSE shall utilize new tollway stationing. Stationing of existing appurtenances shall be approximated from existing stationing and digital ortho imagery information.
7. Analysis and recommendations shall be made for bridge repairs or reconstruction. Bridge Condition Reports shall contain life cycle cost analyses. The life cycle cost analysis (LCCA) shall be performed in accordance with procedures outlined in Publication No. FHWA-SA-98-079. The analysis shall use the following: Nominal discount rate of 6 %; inflation rate of 5%; life of new bridge deck equal to 50 years; a new bridge deck will be overlaid after 25 years of service, life of new bridge substructure shall be 100 years; and utilize typical unit prices developed by the Tollway.
8. Coordinate with the Tollway Project Manager on sending individual letters to municipal, township, county and railroad officials with jurisdictional boundaries adjacent to the study area. Allow interested officials to review concepts under Tollway consideration and comment on community issues of concern or support.
9. Coordinate with the Tollway Project Manager, and the Tollway's Planning Division on meeting with individual property owners, neighborhood groups and their local officials as required to address their questions or concerns regarding indirect project impacts.
10. Submit DSE Quality Management Plan within 14 days of Notice to Proceed.

V. ITEMS TO BE FURNISHED TO THE DESIGN SECTION ENGINEER

In addition to the items to be provided as described in the DSE's Manual, the following will be supplied:

1. It shall be the responsibility of the DSE to select the applicable reduced record drawings from the Tollway's website at www.illinoisvirtualltollway.com.
2. The Tollway's biennial structural inspection report of the bridges within the project limits, as well as the retaining walls and overhead sign trusses that are to be repaired.
3. Digital Ortho-Imagery, contours, horizontal and vertical survey control and center line of the project limits.

4. Copies of Illinois Tollway Standard Specifications, Standard Drawings, and Design Manual can be obtained from the Tollway's website at www.illinoistollway.com.
5. Copy of Illinois Tollway Railroad agreements (as required).
- 6.
7. Maintenance Section Reports.
8. Preservation and Rehabilitation Planning Report.
9. General Engineering Consultant's Special Issue Log.

PROJECT SCHEDULE

Contract No. RR-18-4379
Reagan Memorial Tollway (I-88), Roadway and Bridge Rehabilitation, M.P. 117.8 (Aurora Toll Plaza) to M.P. 123.4 (IL 59)

SCHEDULE

1.	Scoping Meeting	7/9/2018
2.	Design Scope Submittal	7/12/2018
3.	Design Scope Approval	7/13/2018
4.	Notice to Proceed	8/01/2018
5.	Project Kick-Off Meeting	8/03/2018
6.	Pavement Patching Final Submittal	8/31/2018
7.	Pavement Patching Advertise	9/4/2018
8.	Pavement Patching Bid Opening	10/9/2018
9.	Pavement Patching Board Award	10/25/2018
10.	Pavement Patching Construction Start	11/13/2018
11.	Main Contract Concept Submittal	11/12/2018
12.	Main Contract Preliminary Submittal	2/1/2019
13.	Main Contract Pre-Final Submittal	4/15/2019
14.	Main Contract Final Submittal	6/3/2019
15.	Main Contract Advertise	6/28/2019
16.	Main Contract Bid Opening	7/2019
17.	Main Contract Board Award	7/201918.
	Main Contract Construction Start Date	9/2019

**TABLE A:
BRIDGES LOCATED WITHIN THE PROJECT LIMITS**

**Contract No. RR-18-4379
Reagan Memorial Tollway (I-88), Roadway and Bridge Rehabilitation, M.P. 117.8 (Aurora
Toll Plaza) to M.P. 123.4 (IL 59)**

Bridge #	Traffic Direction	Mile Post	Location	Tollway Over (O) Under (U)	Type of Bridge	Maintenance**
817C	EW	119.60	Stream, One bridge culvert	O	RC Culvert	A
819	EW	121.42	Eola Road	U	PPCB	B
821	EW	121.94	EJ&E Railroad	U	Steel, Railroad Bridge	B
823, 824	EW	122.6	Prairie Path	O	PPCB	A

- ** A Type – Illinois Tollway has complete maintenance responsibility.
- ** B Type – Illinois Tollway has partial maintenance responsibility.
- ** C Type – Illinois Tollway has complete or partial maintenance responsibility.

Attachment A

Web-based Project Management System

The Illinois Tollway has a Web-based Project Management System (System) that will be used by project participants on Tollway CRP projects. The System provides a number of benefits to the project participants, including:

- 1) Simplification of communications/online collaboration.
- 2) Automated tracking of time-sensitive items.
- 3) Automated reporting.
- 4) Common document management and storage as electronic documents will reside in a central repository.
- 5) Audit trail of information so project participants will be able to determine who did what and when.
- 6) Real-time access and exchange of information.
- 7) Easy, secure, 24/7 access to project information over the Internet via a computer and an Internet browser.

The successful consultant must establish broadband Internet connectivity in order to effectively utilize the System (T1 is recommended) and must comply with all work instructions and procedures relating to its use. The consultant must furnish all hardware and software required to effectively utilize the System, including personal computers, peripheral software, virus protection software, System plug-ins, ActiveX installation, firewall configuration and high-speed document scanners. The consultant will be solely responsible for coordination between its subconsultants & suppliers, and the System. All document transmittals and written communication from the consultant to the Illinois Tollway must be made electronically via the System. In certain cases where "wet signatures" and/or stamps are required by the Tollway, document transmittals must be made simultaneously via the System for record and by traditional means for paper documents, unless the consultant is directed otherwise in writing by the Tollway. Once stamped/signed documents have been obtained, they must be scanned and uploaded to the System for record.

All consultant, subconsultant and supplier employees who will use the web-based system must complete the training provided by the Tollway prior to receiving access to the system. A valid e-mail address must be provided prior to training session. The consultant agrees to comply with all terms and conditions associated with use of the web-based project management system.

- 1.0 Consultant shall utilize ISTHA web based project management system to track and manage projects. System shall be an official record of all project communication. Consultant shall post copies of all project related documents on the System.
- 2.0 Within 14 calendar days of Notice to Proceed , Consultant shall designate a website manager (coordinator) who is to be the point of contact with ISTHA website implementation and support staff.
- 3.0 Consultant is required but not limited to submit the following using the System:

- 3.1 Submittal schedule, submittals shall be processed using the System to provide a record of activity.
 - 3.2 Progress reports.
 - 3.3 Inspection reports.
 - 3.4 Requests for information, project clarifications, general communication and project related issues.
 - 3.5 Meeting agendas, no later than 3 days before meeting.
 - 3.6 Minutes of meetings, no later than 3 days after each progress meeting date, distribute copies of minutes via the System to each party present and to other parties who should have been present. Include a brief summary in narrative form of progress since the previous meeting and report.
- 4.0 Document submission requirements. Project documents transmitted via the System must comply with the following electronic formats:
- 4.1 Documents that are marked up or unavailable in electronic format (drawings, sketches, correspondence, etc. generated by hand drafting methods) shall be scanned to PDF (.pdf) , black and white with maximum resolution of 200dpi using CCITT Group 4 (2d Fax) compression.
 - 4.2 Documents that have been generated using Adobe Acrobat PDF printer drivers (not scanned) shall be submitted to the System.
 - 4.3 Electronic photographs shall be submitted in JPEG (.JPG) file format, sized at a minimum resolution of 1024x768 pixels.
 - 4.4 Grayscale or color photo images that are scanned shall be saved in JPEG (.JPG) file format with medium to low quality compression at a maximum resolution of 200 dpi.
 - 4.5 Product data that is available for download from the Manufacturer's website, that has been generated using Adobe Acrobat .PDF printer drivers (not scanned) may also be submitted via the System.

System Requirements	
Operating System	Windows XP
Internet Browser	Internet Explorer version 6.0 or greater
Processor Speed	2.0 GHz or greater
System Memory (RAM)	512 Megabytes or greater
Hard Drive Space	1500 Megabytes (1.5Gb)
Display Resolution	1024x768 or greater
Connection Type	Broadband Internet Connection (T1) – If a T1 is not an available option, each System participant must have a dedicated (not shared) DSL or equivalent Internet connection.
Other hardware	CD-ROM or DVD drive
Recommended Professional Document Scanners⁶	
Medium Format Scanner ¹	Canon DR-5020 Document Scanner or equivalent
Medium Format Scanner ¹	Canon DR-5080C Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D IPC Document Scanner or equivalent
Medium Format Scanner ¹	Fujitsu M 4097D VRS Document Scanner or equivalent
Medium Format Scanner ¹	Epson GT-30000 Document Scanner or equivalent
Large Format Scanner ¹	Océ TDS610 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Océ TDS810 36" Monochrome Scanner or equivalent
Large Format Scanner ¹	Vidar Select P36 Color Scanner or equivalent
Large Format Scanner ¹	Vidar Select MP36 MonochromeScanner or equivalent
Required Additional Software	
Portable Document Format(.PDF) file reader	Adobe Acrobat Reader ²
Portable Document Format(.PDF) file generator	Adobe Acrobat ³
ZIP File compression utility	WinZip ⁴ or equal

¹ Large and medium format scanning may also be outsourced to a digital reproduction house in your locale.

² Adobe Acrobat Reader is free software available for download at <http://www.adobe.com/>

³ Adobe Acrobat is not a free software and must be purchased. At least one copy of the software must be purchased by the Consultant and must reside on a PC accessible to all users within the Consultant's office. The purchase and installation of multiple copies is recommended.

⁴ A fully functional evaluation version of WinZip is available for download at <http://www.winzip.com/>, alternative free file compression utility is 7-zip available at <http://www.7-zip.org/>

Note: The scanner models specified meet the requirements of website usage and are provided for information purposes only. Scanner models may change or be discontinued by the manufacturer.

EXHIBIT G

Contract No. RR-18-4379

Wood Environment & Infrastructure Solutions, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
EOWA I-15-4657	DSE Services-County Line Road to Franklin / Green	\$13,491,453.00	\$12,163,000.00	Project on Hold
I-285 GDOT	Road and Bridge Design I-285 Atlanta, GA	\$323,000.00	\$50,000.00	8/1/2018
IDOT I-74	I-74/IL 5 Interchange Phase I Project Report	\$2,234,267.00	\$140,000.00	12/1/2018
IDOT US 34	US 34 Gulfport, IL Supplemental EIS	\$1,682,518.00	\$380,000.00	12/1/2019

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

<p>1 <u>SE3, LLC</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 294,031.36</td></tr> <tr><td>Direct Costs</td><td>\$ 5,968.64</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 300,000.00</td></tr> </table>	Direct Labor	\$ 294,031.36	Direct Costs	\$ 5,968.64	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 300,000.00	<p>6</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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<p>2 <u>DB Sterlin, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 353,623.20</td></tr> <tr><td>Direct Costs</td><td>\$ 40,000.00</td></tr> <tr><td>Services by Others</td><td></td></tr> <tr><td>Additional Services **</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 393,623.20</td></tr> </table>	Direct Labor	\$ 353,623.20	Direct Costs	\$ 40,000.00	Services by Others		Additional Services **		Total this Subconsultant (ULC)	\$ 393,623.20	<p>7</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Total this Subconsultant (ULC)	\$ -																				
<p>3 <u>Quigg Engineering, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 175,480.79</td></tr> <tr><td>Direct Costs</td><td>\$ 1,200.00</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 176,680.79</td></tr> </table>	Direct Labor	\$ 175,480.79	Direct Costs	\$ 1,200.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 176,680.79	<p>8</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Total this Subconsultant (ULC)	\$ -																				
<p>4 <u>Singh & Associates, Inc.</u></p> <table border="0"> <tr><td>Direct Labor</td><td>\$ 158,262.16</td></tr> <tr><td>Direct Costs</td><td>\$ 2,190.00</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ 160,452.16</td></tr> </table>	Direct Labor	\$ 158,262.16	Direct Costs	\$ 2,190.00	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ 160,452.16	<p>9</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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Total this Subconsultant (ULC)	\$ 160,452.16																				
Direct Labor																					
Direct Costs	\$ -																				
Services by Others	\$ -																				
Additional Services **	\$ -																				
Total this Subconsultant (ULC)	\$ -																				
<p>5</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -	<p>10</p> <table border="0"> <tr><td>Direct Labor</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ -</td></tr> <tr><td>Services by Others</td><td>\$ -</td></tr> <tr><td>Additional Services **</td><td>\$ -</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ -</td></tr> </table>	Direct Labor		Direct Costs	\$ -	Services by Others	\$ -	Additional Services **	\$ -	Total this Subconsultant (ULC)	\$ -
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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ 1,030,756.15

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ 1,030,756.15

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): 34.36%

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): 34.36%

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1		<u>Juneau Associates, Inc. PC (VOSB)</u>	
Direct Labor	\$	143,728.20	
Direct Costs	\$	6,271.80	
Services by Others			
Additional Services **			
Total this Subconsultant (ULC)	\$	150,000.00	

6		<u></u>	
Direct Labor			
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

2		<u></u>	
Direct Labor			
Direct Costs			
Services by Others			
Additional Services **			
Total this Subconsultant (ULC)	\$	-	

7		<u></u>	
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

3		<u></u>	
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

8		<u></u>	
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

4		<u></u>	
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

9		<u></u>	
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

5		<u></u>	
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

10		<u></u>	
Direct Labor	\$	-	
Direct Costs	\$	-	
Services by Others	\$	-	
Additional Services **	\$	-	
Total this Subconsultant (ULC)	\$	-	

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ 150,000.00

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ 150,000.00

Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: DB Sterlin, Inc.

Contract Number: RR-18-4379

Proposal Date: 7/20/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

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Vehicles	
Mileage	State Rate* (Maximum)
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Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
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Testing of Soil Samples	Actual Cost
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Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
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- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

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Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-18-4379

Consultant: DB Sterlin, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-18-4379

DB Sterlin, Inc.

SCOPE OF SERVICES

Field Surveys: Control, tie-ins, targets for LiDAR, drainage features/sidelopes/structures/appurtenances, bridge surveys (four), bridge height verification only (four), tree surveys, utilities/SUE surveys, TIN, QC, additional

EXHIBIT G

Contract No. RR-18-4379

DB Sterlin, Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-16-4266	IL 53 North Extension EIS	500,000	500,000	1/1/2022
RR-16-4275	Edens Spur Rehabilitation Design	300,000	10,000	10/1/2018
I-17-4676	I-490/I-90 System Interchange Design	1,300,000	1,095,400	1/1/2020
I-17-4300	I-294 Roosevelt to St. Charles Design	770,000	604,000	1/1/2023
I-17-4302	I-294 Wolf Rd to O'Hare Oasis Design	900,000	280,000	1/1/2020
RR-16-9198	CM Upon Request	260,000	260,000	1/1/2020
I-17-4679	I-390/I-490 System Interchange CM	300,000	300,000	1/1/2022
RR-16-4253	I-88 IL 251 to Annie Glidden CM	3,000,000	1,900,000	9/1/2019
I-17-4682	EOWA CM Upon Request	480,000	480,000	1/1/2020
RR-16-4282	I-94 CM Upon Request	500,000	360,000	1/1/2020

EXHIBIT H - SERVICES BY OTHERS

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DBE/MBE/WBE SUBCONSULTANTS

1	<u>N/A</u>				
	Direct Labor				
	Direct Costs				
	Services by Others				
	Additional Services **				
	Total this Subconsultant (ULC)		\$	-	

6					
	Direct Labor				
	Direct Costs		\$	-	
	Services by Others		\$	-	
	Additional Services **		\$	-	
	Total this Subconsultant (ULC)		\$	-	

2					
	Direct Labor				
	Direct Costs				
	Services by Others				
	Additional Services **				
	Total this Subconsultant (ULC)		\$	-	

7					
	Direct Labor				
	Direct Costs		\$	-	
	Services by Others		\$	-	
	Additional Services **		\$	-	
	Total this Subconsultant (ULC)		\$	-	

3					
	Direct Labor				
	Direct Costs		\$	-	
	Services by Others		\$	-	
	Additional Services **		\$	-	
	Total this Subconsultant (ULC)		\$	-	

8					
	Direct Labor				
	Direct Costs		\$	-	
	Services by Others		\$	-	
	Additional Services **		\$	-	
	Total this Subconsultant (ULC)		\$	-	

4					
	Direct Labor				
	Direct Costs		\$	-	
	Services by Others		\$	-	
	Additional Services **		\$	-	
	Total this Subconsultant (ULC)		\$	-	

9					
	Direct Labor				
	Direct Costs		\$	-	
	Services by Others		\$	-	
	Additional Services **		\$	-	
	Total this Subconsultant (ULC)		\$	-	

5					
	Direct Labor				
	Direct Costs		\$	-	
	Services by Others		\$	-	
	Additional Services **		\$	-	
	Total this Subconsultant (ULC)		\$	-	

10					
	Direct Labor				
	Direct Costs		\$	-	
	Services by Others		\$	-	
	Additional Services **		\$	-	
	Total this Subconsultant (ULC)		\$	-	

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ -

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): _____

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): _____

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 <u>N/A</u></p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>_____</td><td></td></tr> <tr><td>Services by Others</td><td>_____</td><td></td></tr> <tr><td>Additional Services **</td><td>_____</td><td></td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	_____		Direct Costs	_____		Services by Others	_____		Additional Services **	_____		Total this Subconsultant (ULC)	\$ _____	-	<p>6 _____</p> <table border="0" style="width: 100%;"> <tr><td>Direct Labor</td><td>_____</td><td></td></tr> <tr><td>Direct Costs</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Services by Others</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Additional Services **</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> <tr><td>Total this Subconsultant (ULC)</td><td>\$ _____</td><td style="text-align: right;">-</td></tr> </table>	Direct Labor	_____		Direct Costs	\$ _____	-	Services by Others	\$ _____	-	Additional Services **	\$ _____	-	Total this Subconsultant (ULC)	\$ _____	-
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Contract Information Sheet

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Contract Number: RR-18-4379

Proposal Date: 7/20/2018

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For extended stay** - Number of days on job site plus one
Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to
Travel to and from job site per week.

Shift Differential Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-18-4379

Consultant: Juneau Associates, Inc., P.C.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F

Contract No. RR-18-4379

Juneau Associates, Inc., P.C.

SCOPE OF SERVICES

Phase II engineering services are required for the preparation of contract plans and specifications and project related permits for the proposed roadway and bridge rehabilitation on the Reagan Memorial Tollway between

EXHIBIT G

Contract No. RR-18-4379

Juneau Associates, Inc., P.C.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
RR-13-4117	Reagan Memorial Tollway, Roadway Reconstruction, East West Connector. Construction Management Service:	\$42,600.00	\$42,600.00	5.31.2019
RR-16-4252	Construction Management - Systemwide, Maintenance Facilities, Construction Management Services Upon Request	\$60,000.00	\$18,000.00	8.01.2018
RR-16-4281	Surveying Services. Tri-State Tollway, 159th Street Bridge Reconstruction, M.P. 6.3	\$50,000.00	\$34,000.00	2.28.2019
I-16-4283	Construction Management Service Jane Addams Memorial Construction Management Upon Request. On-call and as needed construction management services.	\$100,000.00	\$71,000.00	12.31.2018
RR-17-4292	Construction Management Services. Systemwide, Veterans Memorial Tollway, Pavement Preservation	\$22,074.00	\$13,800.00	8.31.2018
I-17-4301	Phase II Engineering Services. Tri-State Tollway, Roadway Reconstruction, St. Charles Rd (M.P. 32.3) to North Avenue/Lake St. (M.P. 33.5)	\$212,000.00	\$212,000.00	10.31.2021
I-17-4308	Phase II Engineering Services. Tri-State Tollway, ITS & Lighting installation, 95th St. (M.P. 17.8) to Balmoral Ave. (M.P. 40.0)	\$152,000.00	\$149,800.00	12.31.2022
I-17-4309	Phase II Engineering Services. Tri-State Tollway, Advanced MOT Rehabilitation 95th St (M.P. 17.8) to East West Connector (M.P. 29.1)	\$29,000.00	\$29,000.00	12.31.2021
I-17-4310	Phase II Engineering Services. Tri-State Tollway, Advance MOT Rehabilitation, East West Connector (M.P. 29.1) to Balmoral Ave. (M.P. 40.0).	\$14,381.34	\$14,381.34	12.31.2022

RR-17-4314	Construction Management Services. Tri-State Tollway (I-2954) Pavement and Structural Preservation and Rehabilitation, M.P. 40.0 (Balmoral Ave) to M.P. 52.9 (Lake Cook Road). Construction Management Services	\$83,100.00	\$83,100.00	12.1.2018
I-17-4315	Construction Insp. & Surveying. Tri-State Tollway, Construction Management Upon Request. Phase III Engineering Services	\$150,000.00	\$150,000.00	9.30.2022
I-18-4352	Reagan Memorial Tollway (I-188), Windsor Road Bridge Widening. Phase II Engineering Services	\$33,800.00	\$33,800.00	11.30.2018
RR-18-4353	Surveying Services. Systemwide, Design upon Request. On call and as-needed Phase II Engineering Service:	\$120,120.00	\$120,000.00	12.31.2021
RR-18-4355	Surveying & Construction Management Services. Intelligent Transportation Systems (ITS) Services Upon Request. On call and as-needed Phase II Engineering Services and Construction Management Services	\$70,000.00	\$70,000.00	6.30.2021
RR-18-4360	Construction Management Services. Systemwide, Construction Management Upon Request. On call and as-needed Construction Management Service:	\$90,000.00	\$90,000.00	5.31.2020
I-18-4361	Elgin O'Hare Western Access, West Extension. Phase I Engineering Services for Planning Studies and Master Plan Services	\$129,000.00	\$129,000.00	12.31.2020
I-15-4656	Design Services - EOWA, I-294 to I-90 Tri-State and Franklin/Green Street	\$490,000.00	\$320,000.00	6.01.2018
I-17-4675	Elgin O'Hare Western Access, Jane Addams Memorial Tollway System Interchange (Eastbound Collector Distributor Road). Phase II Engineering	\$80,000.00	\$13,700.00	8.31.2020
RR-16-9197	Systemwide Design Services Upon Request Non Roadway. On-call and as-needed Phase II Engineering	\$100,000.00	\$62,800.00	12.31.2018

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1	_____	
	Direct Labor	_____
	Direct Costs	_____
	Services by Others	_____
	Additional Services **	_____
	Total this Subconsultant (ULC)	\$ _____ -

6	_____	
	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

2	_____	
	Direct Labor	_____
	Direct Costs	_____
	Services by Others	_____
	Additional Services **	_____
	Total this Subconsultant (ULC)	\$ _____ -

7	_____	
	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

3	_____	
	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

8	_____	
	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

4	_____	
	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

9	_____	
	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

5	_____	
	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

10	_____	
	Direct Labor	_____
	Direct Costs	\$ _____ -
	Services by Others	\$ _____ -
	Additional Services **	\$ _____ -
	Total this Subconsultant (ULC)	\$ _____ -

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ _____ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ _____ -

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): _____

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): _____

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>7 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>3 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>8 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>4 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>9 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>
<p>5 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>	<p>10 _____</p> <p>Direct Labor \$ -</p> <p>Direct Costs \$ -</p> <p>Services by Others \$ -</p> <p>Additional Services ** \$ -</p> <p>Total this Subconsultant (ULC) \$ -</p>

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ -

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ -

Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: Quigg Engineering Inc.

Contract Number: RR-18-4379

Proposal Date: 7/20/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

Contract No.: RR-18-4379

Consultant: Quigg Engineering Inc.

EXHIBIT B: FEE CALCULATIONS

A. DIRECT LABOR (without overtime)

<u>1,293.00</u> (Total Work Hours from Exhibit A)	\$ <u>48.47</u> (Average Hourly Rate)	TOTAL DIRECT SALARY \$ <u>62,671.71</u>
---	---	---

Multiplier to be used on this project: 2.80
Allowable Multiplier = (2.8 DSE) (2.5 or 2.8 CM) (2.5 PMO)

DIRECT REGULAR SALARY TIMES MULTIPLIER \$ 175,480.79

B. REIMBURSABLE DIRECT COSTS NOT ELIGIBLE FOR PROFIT

(For Prime Consultant listed above.)

TOTAL DIRECT COSTS \$ 1,200.00

C. SERVICES BY OTHERS

Total Allowable Fee DBE/MBE/WBE Subconsultant (from Exhibit H) \$ -

Total Allowable Fee Non-DBE/MBE/WBE Subconsultant (from Exhibit H (cont)) \$ -

TOTAL SERVICES BY OTHERS \$ -

D. ADDITIONAL SERVICES (Prime Consultant)

\$ -
(Requires prior authorization before use)

ADDITIONAL SERVICES (Subconsultants)

\$ -
(Requires prior authorization before use)

TOTAL ADDITIONAL SERVICES \$ -
(Requires prior authorization before use)

E. MAXIMUM ALLOWABLE FEE (Upper Limit of Compensation)

\$ 176,680.79

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay** - Number of days on job site plus one

Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-18-4379

Consultant: Quigg Engineering Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: Michael D. Cima

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

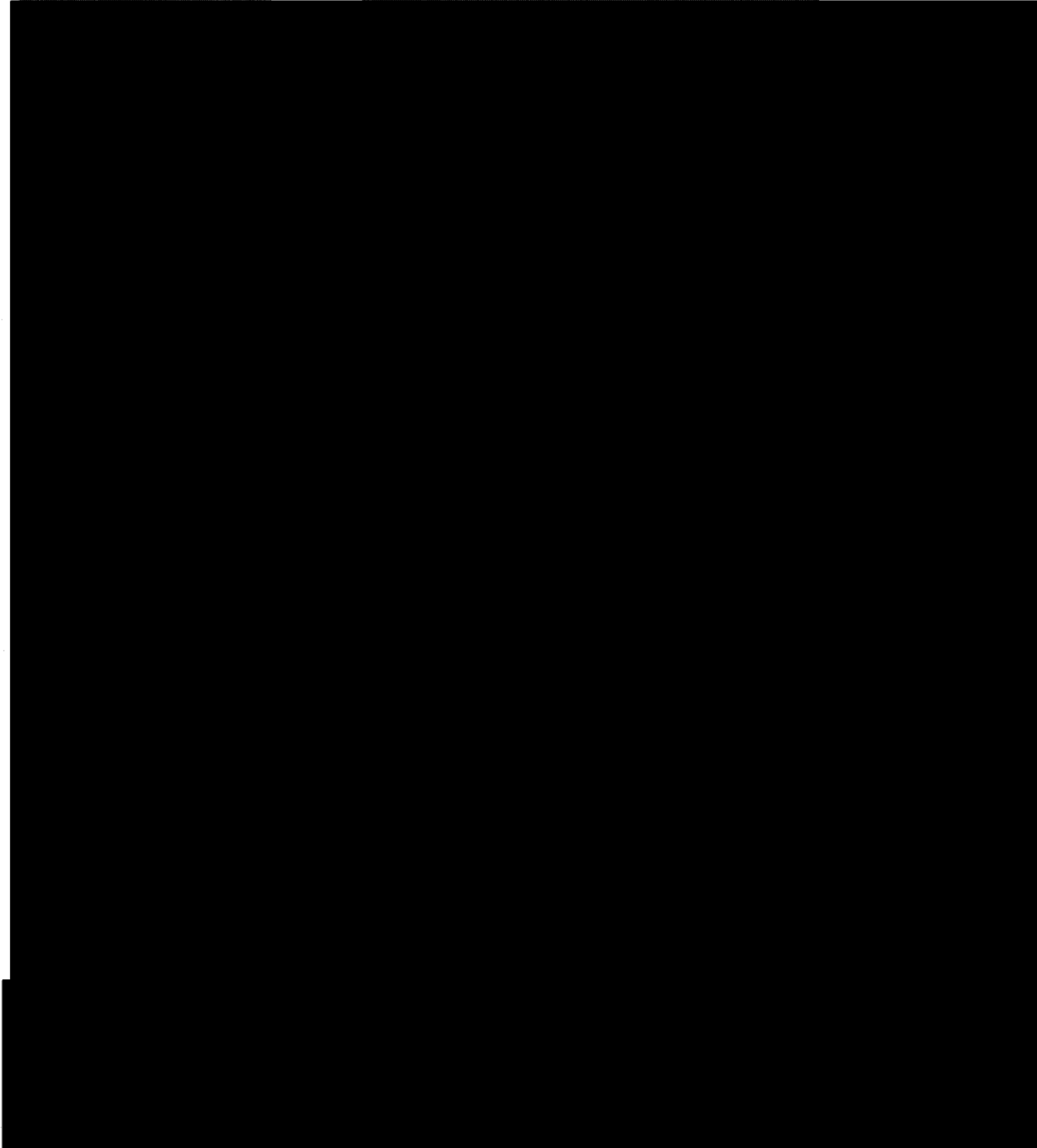
Classification: _____



QUIGG ENGINEERING INC

Michael D. Cima

Chief Structural Engineer





QUIGG ENGINEERING INC

Michael D. Cima, PE, SE

Chief Structural Engineer

EXHIBIT "1"

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EXHIBIT F

Contract No. RR-18-4379

Quigg Engineering Inc.

SCOPE OF SERVICES

Provide design for pavement marking, delineators, and signage for a total of 5 submittals (Concept, Preliminary, Pre-Final, Final, and Advertisement) including the following:

Plan sheets for pavement markings

Plan sheets for signage

Detail sheets for signs

Schedule sheets for quantities

Quantities and Special Provisions for pay items related to pavement marking & signage

Provide Structural Quality Control (QC) reviews to the Prime as required for each submittal (BCR, Preliminary, Pre-Final, and Final) as follows:

Dual Identical Mainline Bridge repair plans (3 span structure)

Overhead Eola Road Bridge repair plans (5 span structure)

Overhead RR Bridge repair plans (2 span structure)

Mainline culvert repair plans

Retaining wall repair plans (3 walls)

Overhead sign structure repair plans (21 structures)

Attend meetings and conference calls as required by the Prime including the following:

Weekly progress calls

Design Review meetings after each submittal

Any other coordination or planning meetings directed by the Prime

General project administration and management.

EXHIBIT G

Contract No. RR-18-4379

Quigg Engineering Inc.

CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
I-294 RR-14-4221	Mile Long Bridge reconstruction Phase I/II	\$4,150,000.00	\$1,000,000.00	4/1/2020
I-294 I-17-4296	95th Street to LaGrange Road Phase II	\$865,000.00	\$722,000.00	12/31/2022
I-294 I-17-4299	EW Connector to Roosevelt Rd Phase II	\$2,536,000.00	\$1,394,000.00	12/31/2022
I-13-4111	CUR Audits	\$1,665,000.00	\$300,000.00	12/31/2018
IL 97 PTB 156-35	Phase II Engineering, IDOT Dist 6.	\$1,163,000.00	\$390,000.00	6/30/2019
I-290 PTB 169-01	Phase I BCR and TSL, IDOT Dist. 1	\$861,000.00	\$135,000.00	12/31/2018
PTB 171-16	Project Management Phase I/II IDOT Dist. 8	\$750,000.00	\$750,000.00	12/31/2020
PTB 176-28 I-17-4299	BMPR Technicians	\$2,650,000.00	\$1,800,000.00	10/31/2022
Various	Subconsultant Work for IDOT and Private clientele	\$4,957,000.00	\$3,225,000.00	12/31/2019

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

6			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

2			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

7			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

3			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

8			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

4			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

9			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

5			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

10			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ -

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services):

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services):

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
2			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
3			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
4			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
5			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

6			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
7			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
8			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
9			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-
10			
	Direct Labor	\$	-
	Direct Costs	\$	-
	Services by Others	\$	-
	Additional Services **	\$	-
	Total this Subconsultant (ULC)	\$	-

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ -

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ -

Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: SE3, LLC

Contract Number: RR-18-4379

Proposal Date: 7/20/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

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ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

For extended stay**- Number of days on job site plus one
Day to travel to and from job site

Weekly (hotel) – Number of days on job site plus one day to

Travel to and from job site per week.

Shift Differential

Actual Cost based on firm policy

**Extended Stay Status applies to individuals on the project over 20 Consecutive working days. The decision whether individuals will stay over the weekend will be made after the Contractor's schedule is available and shall be made jointly by the Consultant Liaison and the IDOT Resident.

NOTES:

- Parking is now an allowable cost
- Cell phones are now an unallowable direct cost
- For CSE contracts, beam and cylinder breaks are not reimbursable. Overtime to employees traveling to and from the site will be allowed depending on the firm's policy and limited to the Tollway's CSE Manual allowance.

Contract No.: RR-18-4379

Consultant: SE3, LLC

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

Name: _____

Classification: _____

EXHIBIT F

Contract No. RR-18-4379

SE3, LLC

SCOPE OF SERVICES

As part of the Mentor-Protégé agreement SE3 will perform structural engineering services for the rehabilitation of the EJ&E railroad bridge over I-88. SE3 will also assist on other structural related services as required.

EXHIBIT G**Contract No. RR-18-4379****SE3, LLC****CURRENT OBLIGATIONS FOR PROJECT**

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplementals and Extra Work Orders)	Fee Remaining To Be Earned	Estimated Date of Completion
PTB 159/11	US 45 from IL 132 to Washington St.	\$80,346.25	\$77,785.91	7/31/19
P-91-346-15	Phase I Various Geometrics Program Management	\$205,811.16	\$34,042.34	5/31/19
RR-16-4265	Central Tri-State, DCM Contract	\$13,119,799.56	\$11,148,589.84	4/1/23
D-91-008-14	IL 47 from Charles Road to North of IL Route 120, Phase II	TBD	TBD	TBD
D-91-199-16	Various-Variou	TBD	TBD	TBD
MO-17-1238	SW PRMS	\$161,000.00	\$161,000.00	TBD
P-92-017-10	I-280 over the Mississippi River near Milan, Phase I/II	TBD	TBD	TBD
P-91-119-14	Various/ Various Phase 1	\$103,566.18	\$13,425.02	8/27/19
RR-16-9189	ISTHA PSB 16-1 CUR	\$248,000.00	\$4,102.82	12/30/18
RR-13-4117	Reagan Memorial East West Connector CM	\$217,500.00	\$214,168.61	5/31/19
RR-18-4360	Systemwide CUR	TBD	TBD	TBD
I-17-4304	ISTHA I-294 DUR	\$400,000.00	\$400,000.00	10/31/22
I-17-4308	ISTHA I-294 ITS & Light Install, 95th St to Balmoral	\$250,346.17	\$243,372.44	12/31/22
I-17-4315	ISTHA I-294 CUR	\$250,000.00	\$250,000.00	9/31/22
I-17-4674	EOWA Westbound Collector Distributor Rd Phase II	\$224,250.00	\$170,354.14	11/3/19
RR-16-4276	Systemwide Design Services Upon Request Phase II	\$100,000.00	\$93,807.97	5/31/19
I-17-4296	ISTHA I-294 Recon, 95th St. to LaGarange RD	\$450,796.11	\$369,289.05	11/30/22
C-93-006-18	Const. Inspection for US 34	\$243,414.00	\$243,414.00	9/30/20
D-91-434-12	Master Agreement	\$400,000.00	\$21,637.07	3/31/19
D-91-466-14	PTB 173/12 Various Traffic Signal Design	\$600,000.00	\$548,142.69	12/31/20
M-91-001-18	Phase III Various Const Inspection	\$275,015.00	\$275,015.00	10/1/19
RR-17-4293	SW CUR	\$2,000,000.00	\$1,620,235.70	12/31/21
I-15-4654	ISTHA PSB15-2 - EOWA	\$325,000.00	\$11.39	2/30/19
I-17-4675	EOWA Eastbound Collector Distributor Rd Phase II	\$92,500.00	\$78,287.99	12/31/19
PTB 164/4	US 45 (Milburn Bypass)Phase II	\$263,568.25	\$11,166.74	12/3/17
RR-13-4116	I-88, Reconstruction, York to I-290	\$297,429.43	\$11,381.57	9/30/17
RR-16-4256	I-355 Butterfield to Army Trail	\$355,483.53	\$165,435.09	8/31/22
RR-16-4255	I-355 S. of I-55 Butterfield	\$653,569.90	\$112,631.60	11/30/22
RR-17-4295	I-355S of I-55 Butterfield CM Services	\$12,000.00	\$12,000.00	10/31/19
I-17-4297	ISTHA I-294 Recon, 75th ST to I-55	\$815,114.79	\$801,906.65	10/31/22
P-91-120-14	Various Phase I	TBD	TBD	TBD
RR-16-4275	I-94 tp I-294 CMS	\$419,984.00	\$419,984.00	12/30/20
RR-14-4223	Central Tri-State Tollway Master Plan	\$1,025,110.40	\$1,341.39	12/31/17
I-17-4298	ISTHA I-294 Recon, I-55 Ramps to Ogden Ave	\$337,500.00	\$285,470.91	7/31/21
P-92-005-15	Various Phase I/ II	\$243,414.00	\$205,236.09	8/31/20

I-17-4302	ISTHA I-294 Recon, Bridge&Rehabil, Wold Rd to O'are Oasis	\$180,000.00	\$108,483.72	12/31/22
RR-18-4355	ITS Services Upon Request Phase II	TBD	TBD	TBD
RR-17-4312	I-88 Pavement & Structural Preservation & Rehabilitation CM	TBD	TBD	TBD

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

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** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ -

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): _____

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): _____

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

1	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ _____ _____ _____ \$ -
2	Direct Labor Direct Costs Services by Others Additional Services ** Total this Subconsultant (ULC)	_____ _____ _____ _____ \$ -
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** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ -
 TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ -
 TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ -

Contract Information Sheet

Complete the following information and it will be populated on every exhibit.

Consultant Name: SINGH & Associates, Inc.

Contract Number: RR-18-4379

Proposal Date: 7/20/2018

Exhibit Pointers Editable cells in each exhibit are underlined in red

Notes and guidance for each exhibit are on the right of the exhibits in yellow text boxes

A full set of instructions to complete the exhibits is available on the Tollway's website

ALLOWABLE DIRECT COSTS

10.01.2013

Effective for contracts awarded on or after October 1, 2013, the following costs are allowable when requested by the Department and included in the contract. The costs are allowable when it is customary for the firm to bill for the cost and it can be itemized in the firm's billing and accounting systems.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicles	
Mileage	State Rate* (Maximum)
Vehicle Rental	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day
Vehicle Half-day Rate	\$32.50/half day
Parking	Actual Cost
Tolls	Actual Cost
Overtime	Premium portion
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost
CADD	Actual Costs (Maximum of \$15.00/Hr)
Monuments – Permanent	Actual Cost
Payment for Newspaper Ads	Actual Cost
Web Site	Actual Cost
Facility Rental for Public Meetings & Exhibits/Rendering & AV Equipment/Transcriptions	Actual Cost
Recording Fees	Actual Cost
Courthouse Fees	Actual Cost
Testing of Soil Samples	Actual Cost
Lab Services (excluding Phase III normal construction inspection such as beam breaks, cylinder breaks, pavement cores)	Actual Cost
Equipment rental specific for project (snooper for bridge inspection, noise meter, etc.)	Actual Cost
Specialized equipment – on an as needed basis with prior approval	Actual Cost
Traffic Systems	Actual Cost
Storm sewer cleaning and televising	Actual Cost
Traffic control and protection	Actual Cost
Aerial photography and mapping	Actual Cost
Utility exploratory trenching	Actual Cost

ALLOWABLE DIRECT COSTS

- *website for State Reimbursement Rates
<http://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>
- **Use of digital cameras verses film cameras is encouraged when firms own digital cameras and the discussion of their use will be part of the negotiations. Film & copies will be reimbursed at actual costs.
- On all agreements authorization after January 1, 2005, GPS Equipment is considered a "tool of the trade."

ALLOWABLE DIRECT COSTS

Construction Inspection

Construction Inspection Communications:

Cell Phones	Unallowable
Radio Communication	Actual Cost
2-way Radio	Actual Cost

Vehicles (Only for Vehicles assigned to project)

Rental (Daily Rate Only) - Including Tolls	\$55/day (Maximum)
Leased / Company-Owned Vehicles (does not include personal vehicles, not owned by the company)	\$65/day

The number of days will be calculated as follows:

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NOTES:

- Parking is now an allowable cost
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Contract No.: RR-18-4379

Consultant: SINGH & Associates, Inc.

EXHIBIT E - KEY PROJECT PERSONNEL

Project Principal: _____

Project Manager: _____

Project Engineer: _____

Resident Engineer: _____

Documentation Engineer: _____

Project Civil Engineer: _____

Project Structural Engineer: _____

Project Drainage Engineer: _____

Senior Engineer: _____

Others: Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

 Name: _____

 Classification: _____

EXHIBIT F
CONTRACT RR-18-4379
(Singh & Associates, Inc.)

SCOPE OF SERVICES

SINGH & Associates, Inc. (SINGH), as a sub-consultant to Amec Foster Wheeler Environment & Infrastructure, Inc. | Wood, shall be responsible to provide Phase II engineering services for Tollway PSB 18-2 Item 3: RR-18-7379, Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, MP 117.8 (Aurora Toll Plaza) to MP 123.4 (IL 59).

The design services shall consist of the following tasks:

- 1.0 Provide Barrier Warrant Analysis
- 2.0 Provide Landscape and Soil Erosion/Sediment Control Documents
- 3.0 Provide Removal Documents
- 4.0 Review Lighting Plans Designed by Others
- 5.0 Traffic Management Cost/Benefit Study
- 6.0 Meetings/Coordination
- 7.0 Administration/Project Management

TASK 1.0 PROVIDE BARRIER WARRANT ANALYSIS

SINGH will provide barrier warrant analysis for all necessary locations and installation of guardrail, anchors and terminals to conform to the current AASHTO Guidelines and Illinois Tollway criteria.

SINGH will review available Existing Barrier Warrants as listed in the P&R Report. Following review of the existing documentation, SINGH will perform a visual (field) review of items between MP 117.8 and MP 123.4 and provide a summary report of any obstacles needing shielding or removal and existing barriers that do not meet current standards. Any roadside hardware that does not meet NCHRP 350 Test Level 3 (such as the previous standard Guardrail Anchor Installation Type 2 without a gutter transition) shall be identified in the Concept Report. Energy Attenuators that do not meet current standards will be identified, including AASHTO Manual for Assessing Safety Hardware (MASH) Test Level.

One OMS Task related to roadside safety has been identified. SINGH will provide recommended corrective actions to be included in the contract documents. Any guardrail modifications will require barrier warrant analysis. Any barrier that is impacted or new barrier that is installed shall conform to the latest edition of the Illinois Tollway Traffic Barrier Guidelines. This includes conformance with Table 9.2a and requirements for TL-4 barrier in front of non-crashworthy NAW per the Illinois Tollway Structures Design Manual.

SINGH will coordinate with MOT to review any barriers that may need to be removed or relocated based on staging and accommodation of any construction equipment.

DELIVERABLES *(all e-Builder submittals will be managed by SINGH)*

- A. BWA Concept Submittal / Meeting
- B. Pre-Final BWA
- C. Final BWA

TASK 2.0 PROVIDE LANDSCAPE AND SOIL EROSION/SEDIMENT CONTROL DOCUMENTS

SINGH will provide landscape and soil erosion/sediment control documents for all impacted areas. The design will be accordance with the Tollway's Environmental Studies manual.

The following are not included in SINGH's scope and shall be done by others:

- Completion of Attachment C "ENVIRONMENTAL/LANDSCAPING SURVEY" in the P&R Report
- Completion of an ESIS Part I
- Permit Coordination

DELIVERABLES (to AMEC | Wood)

- A. Concept Submittal documentation
- B. Pre-Final Plans, Estimate and Special Provisions including quantity worksheets
- C. Final Plans, Estimate and Special Provisions including quantity worksheets and applicable calculations

TASK 3.0 PROVIDE REMOVAL DOCUMENTS

SINGH will provide removal contract documents for all impacted areas. SINGH will coordinate with the design team to account for all necessary removals as determined by the proposed work developed by each discipline.

The following are not included in SINGH's removals scope and shall be done by others:

- Removals associated with Tollway structures Bridge 817C, Bridge 819, Bridge 821, Bridge 823, and Bridge 824
- Removals associated with the modification of the existing drainage system

DELIVERABLES (to AMEC | Wood)

- A. Concept Submittal documentation
- B. Pre-Final Plans, Estimate and Special Provisions including quantity worksheets
- C. Final Plans, Estimate and Special Provisions including quantity worksheets and applicable calculations

TASK 4.0 REVIEW LIGHTING PLANS DESIGNED BY OTHERS

SINGH will provide a review of lighting plans and contract documents provided by another DSE to identify any conflicts with the RR-18-4379 rehabilitation or Tollway latest policies. SINGH will review each submittal milestone provided by the other DES and provide review comments when conflicts are found.

DELIVERABLES (to AMEC | Wood)

- A. Review of Pre-Final Submittal provided by others and provide review comments
- B. Review of Final Submittal provided by others and provide review comments

TASK 5.0 ACTIVE TRAFFIC MANAGEMENT COST/BENEFIT STUDY

SINGH will study the cost/benefit of adding an Active Traffic Management (ATM) system (or ATM Light, which only include cantilevers over the inside shoulders) to allow for peak hour use of the inside shoulder to reduce traffic congestion and provide recommendations.

The study will be prepared as a technical memorandum. This memorandum will review the existing traffic volumes and segment LOS provided by the Tollway Traffic Consultant. An analysis will be performed using future volumes to develop future LOS when the inside shoulder is used during traffic congestion. Suggested concept level locations of the ATM system will be provided along with other recommendations. The technical memorandum will provide the cost/benefit of two options; no-build and a full build out of the recommended improvements.

DELIVERABLES (to AMEC | Wood and Tollway)

- A. Draft Technical Memorandum
- B. Final Technical Memorandum

TASK 6.0 MEETINGS

It is anticipated that the following meetings will be required for this contract:

- A. I-88 DSE Coordination Meetings (12 meetings x 1 people x 1 hours)
- B. Review Meetings (1 meetings x 2 people x 6 hours)

TASK 7.0 ADMINISTRATION/PROJECT MANAGEMENT/QUALITY REVIEW

It is assumed that 4% of SINGH's total design hours will be for administration and project management of the contract. This includes the development of progress reports, invoicing, staff management and scheduling.

It is assumed that 4% of SINGH's total design hours will be for used for QA/QC of all milestone submittals. Documentation of all reviews will be provided as necessary to AMEC | Wood or the Tollway.

EXHIBIT G
Singh + Associates, Inc
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
546-385-037	Marseilles Armoy (sub)	TBD		
1767-4447-50	IDOT - Naperville Yard (sub)	\$ 37,800	\$ 28,900	07/18/20
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	\$ 19,000	\$ 3,000	
D-92-026-11; PTB 158-016	Various Phase I/II Projects (Sub)	\$ 40,500	\$ 17,200	
PTB 168-011	District 1 Various Signals	\$ 345,500	\$ 158,000	12/31/16
PTB 168-006 & P-91-376-13	I94/US 40 Smart Highway Corridor Design (sub)	\$ 369,000	\$ 247,000	12/31/16
PTB 168-007 & D-91-314-13	Various Phase II Projects (sub)	\$ 77,000	\$ 2,000	12/31/16
PTB 168-007 & D-91-314-13	IL 31 Traffic Signal (sub)	\$ 13,200	\$ 3,500	12/31/16
PTB 171-006 & P-91-195-14	Phase I Various ADA Projects (sub)	\$ 51,000	\$ 6,800	08/07/19
PTB 172-008 / D- 91-354-14	Various ITS and Electrical Projects	\$ 500,000	\$ 400,000	01/23/17
PTB 172-006 / D- 91-333-14	Various Phase II Traffic Signal Design Project (sub)	\$ 100,000	\$ 16,300	
PTB 173-006 & P-91-442-14	Phase I Various/Various Projects (sub)	\$ 173,000	\$ 39,000	
PTB 174-017 & D-30-003-15	Various Pump Station Projects (sub)	\$ 50,000	\$ 48,000	10/15/25
PTB 174-008	FAP 344 (IL 83) at IL 171 (Archer Avenue) - South Junction (sub)	\$ 32,300	\$ 1,500	12/31/16
PTB 174-001	Phase I Various Various Projects (sub)	TBD by WO		
PTB 174-003; P-91-130-15	IL 53, West Arsenal Rd to US 52 (Sub)	\$ 41,800	\$ 30,000	08/18/17
PTB 175-011; P- 91-224-15	Phase I Various Various Projects (sub)	\$ 119,700	\$ 39,200	12/15/23
PTB 175-015; D- 91-113-15	IL 53 & IL 68 (Sub)	\$ 82,650	\$ 5,000	03/31/17
PTB 181-003	IL 43 Phase I Engineering (sub)	\$ 116,500	\$ 84,000	10/30/19
D-91-115-17; PTB 182-004	Various Phase II Projects (Sub)	\$ 75,000	\$ 36,000	
PTB 185-014; D- 91-215-17	East Avenue at 47th Street	\$ 249,000	\$ 249,000	05/17/20
IL-14-4645	Elgin-O'Hare Western Access CA (sub)	\$ 192,100	\$ 35,000	
IL-12-4041	Elgin-O'Hare Western Access, US 20 to IL 83 (supplement)	\$ 345,700	\$ 61,000	
IL-13-4623	EOWA at IL 19 Interchange (sub)	\$ 195,000	\$ 20,000	06/01/17

EXHIBIT G
Singh + Associates, Inc
CURRENT OBLIGATIONS FOR PROJECT

Route & Job No.	Work Scope & Description of Project	Fee (Including all Supplements and Extra Work Orders)	Fee Remaining to be Earned	Estimated Date of Completion
I-14-4196	Jane Addams Memorial Tollway (I-90) and Systemwide, DUR (Sub)	\$ 307,800	\$ -	12/31/16
RR-14-5703	Design Upon Request - Systemwide (I-90 and Systemwide Construction Management Services Upon Request (Sub)	\$ 4,500,000	\$ 1,740,000	06/30/23
I-16-4249		TBD		
RR-16-4267	Maintenance Facility Design (Sub)	\$ 36,000	\$ (30,000)	
I-17-4305 / 22040505	Tri-State Tollway Bridge Rehabilitation, Repairs & Demolition, Various Locations (Sub)	\$ 148,700	\$ 114,100	09/28/27
I-17-4303 / 22040503	Tri-State Tollway Reconstruction and Bridge Rehabilitation, O'Hare Oasis to Balmoral Avenue (Sub)	\$ 340,000	\$ (25,000)	
I-17-4296 / 22040482	Tri-State Tollway Reconstruction, 95th Street to LaGrange Road (Sub)	\$ 480,000	\$ 330,000	10/26/27
I-17-4306 / 22040506	Tri-State Tollway, Bridge Rehabilitation, Repairs, & Demolition, Various Locations (Sub)	\$ 123,500	\$ 90,400	10/31/22
RR-16-4253 / 22040516	Reagan Memorial Tollway, Roadway and Bridge Rehabilitation, IL 251 to Annie Glidden Road, CM Services (Sub)	\$ 100,000	\$ 29,500	12/31/19
I-17-4681 / 22040494	Elgin O'Hare Western Access, I-490 at IL 19 Interchange. CM Services	TBD		
I-17-4309 / 22040511	Tri-State Tollway, Advanced MOT Rehabilitation, 95th Street to EW Connector (Sub)	\$ 48,000	\$ 48,000	
I-17-4299 / 22040488	Tri-State Tollway Reconstruction, EW Connector to Roosevelt Rd. (Sub)	\$ 56,400	\$ 80,500	09/28/27

EXHIBIT H - SERVICES BY OTHERS

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

DBE/MBE/WBE SUBCONSULTANTS

1 _____

Direct Labor	_____	
Direct Costs	_____	
Services by Others	_____	
Additional Services **	_____	
Total this Subconsultant (ULC)	\$ _____	-

6 _____

Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

2 _____

Direct Labor	_____	
Direct Costs	_____	
Services by Others	_____	
Additional Services **	_____	
Total this Subconsultant (ULC)	\$ _____	-

7 _____

Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

3 _____

Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

8 _____

Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

4 _____

Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

9 _____

Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

5 _____

Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

10 _____

Direct Labor	_____	
Direct Costs	\$ _____	-
Services by Others	\$ _____	-
Additional Services **	\$ _____	-
Total this Subconsultant (ULC)	\$ _____	-

** Additional services funds require prior authorization before use

TOTAL DBE/MBE/WBE Subconsultants: \$ _____ -

TOTAL Additional Services DBE/MBE/WBE Subconsultants: \$ _____ -

TOTAL Allowable Fee DBE/MBE/WBE Subconsultants: \$ _____ -

DBE/MBE/WBE Percentage of Total Fee (includes Additional Services): _____

DBE/MBE/WBE Percentage of Total Fee (does not include Additional Services): _____

EXHIBIT H - SERVICES BY OTHERS (continued)

Exhibits A-B, D-G must be submitted for each subconsultant listed below. If a subconsultant requires "Services by Others", they must include Exhibit H and attach Exhibits A-B, D-G for second tier subconsultants.

OTHER SUBCONSULTANTS (NOT DBE/MBE/WBE)

<p>1 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>6 _____</p> <p>Direct Labor _____</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>2 _____</p> <p>Direct Labor _____</p> <p>Direct Costs _____</p> <p>Services by Others _____</p> <p>Additional Services ** _____</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>7 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>3 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>8 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>4 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>9 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>
<p>5 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>	<p>10 _____</p> <p>Direct Labor \$ _____ -</p> <p>Direct Costs \$ _____ -</p> <p>Services by Others \$ _____ -</p> <p>Additional Services ** \$ _____ -</p> <p>Total this Subconsultant (ULC) \$ _____ -</p>

** Additional services funds require prior authorization before use

TOTAL Non-DBE/MBE/WBE Subconsultants: \$ _____ -

TOTAL Additional Services Non-DBE/MBE/WBE Subconsultants: \$ _____ -

TOTAL Allowable Fee Non-DBE/MBE/WBE Subconsultants: \$ _____ -